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GENERAL HEADINGS.

Cases Reported this Week.

Current Topics.

The Retirement of Mr. Registrar Brougham.

THE LENGTH of service which Mr. Registrar BROUGHAM has given to the Bankruptcy Court is probably without parallel there or elsewhere. Appointed in 1845 to an office connected with that court—Lord Chancellor's secretary in bankruptcy—he became a regular judicial officer in bankruptcy three years later, when he became Registrar in Bankruptcy at Liverpool. In 1862 he was promoted to the London court. Sixty-nine years of service is a record on which any judicial officer can look back with pride, and we understand that Mr. Registrar BROUGHAM has not only given all these years of service, but has preserved his efficiency to the end. The good wishes of those who have practised before him, and the profession generally, will follow him in his well-earned rest.

The Retirement of Mr. Justice Ridley.

MR. JUSTICE RIDLEY'S long record of judicial service—he was an official referee for a dozen years or so, and has been on the High Court Bench for nearly twenty—has now terminated by his retirement at the age of seventy-four. A classical scholar of considerable distinction—he was a scholar of Corpus and a Fellow of All Souls—and in private life an English gentleman of charmingly urbane manners, the retiring judge was perhaps better fitted for an academic than a legal career. He never attained any great practice at the Bar, but his knowledge of accounts and his mastery of detail made him a success

as an official referee. It is perhaps unwise to promote at fifty-five an official referee whose previous career at the Bar has not given him any adequate opportunities of dealing effectively with the intricacies and subtleties of our jurisprudence as they arise during the actual hearing in court. ROBERT LOWE, a most successful coach and barrister, but an indifferent Chancellor of the Exchequer, sagely remarked of himself that "You cannot transplant an oak at fifty." But while Mr. Justice RIDLEY never quite succeeded in adopting the judicial *rôle* and acquiring the many little mannerisms—useful mannerisms—which make up the judicial pose, he was by nature an extremely conscientious, painstaking, and humane man, and his sentences never erred on the side of severity.

Mr. Justice Clavell Salter.

THE TWO new judges both belong to the solidest part of the common law Bar, namely, those King's Counsel who habitually appear either in commercial causes or in the weightier jury trials. Mr. Justice ADAIR ROCHE belongs to the former, and Mr. Justice CLAVELL SALTER to the latter of these two groups. A man on the verge of sixty, Mr. Justice CLAVELL SALTER has long had a position of standing both in the political and in the legal world. He has possessed a seat in Parliament, he has been a member of important Royal Commissions, and, if our memory serves us rightly, he has acted as a commissioner of assize. A straightforward advocate and a very fair-minded man, he is singularly free from eccentricities or idiosyncrasies of any kind. Whether or not his knowledge of law is thorough and profound it is impossible to say, for his practice did not afford any great opportunity to a learned lawyer; it was essentially a jury practice. But like some other jury advocates, notably Lord Justice ELDON BANKES and Mr. Justice A. T. LAWRENCE, it is not at all improbable that he will astonish those who knew him at the Bar by shewing on the Bench unusually wide attainments in legal learning. A courteous and considerate leader at the Bar, he will carry with him to the Bench the best wishes of all who were his colleagues in his former less exalted sphere.

Mr. Justice Adair Roche.

WE PRESUME that the services of Mr. Justice ADAIR ROCHE will be used very largely in the commercial court, where he so soon succeeded in achieving a large practice. There has been for some time past a growing tendency on the part of Lord Chancellors to select for the Bench of the King's Bench Division chiefly the leaders of the commercial court. Lord FINLAY, who was himself one of these leaders, would naturally be expected not to depart from this tendency. While there is a great deal to be said for this view of the matter, and certainly recent appointments of this nature—including that of the new judge—have been amply justified by the record and distinction of the men appointed, it is just possible that the tendency may be carried too far. Commercial lawyers have an admirable grasp of common law principles, an acute understanding of business documents, and a great faculty for the mastery of detail; without all of these three qualities no man can hope to achieve great success in an arduous court where ability, not ornament, is the guiding star of advocacy. But a common law judge is a criminal as well as a civil judge, and the wide knowledge of human nature, the serene patience and sympathy, the ready tact, necessary to a good criminal judge, are not infrequently somewhat alien to the type of temperament and intellect which is necessary for success in a shipping or an insurance case. On the whole, a good all-round practice is the best training-ground for a common law judge. The new judge, we need hardly say, is in every way representative of the best traditions of the commercial court, and, like Mr. Justice BAILHACHE—whom in many ways he resembles—should prove a high success on the Bench.

The New Common Serjeant.

THERE IS something peculiarly appropriate in the appointment of Mr. H. F. DICKENS, K.C., to be Common Serjeant in succession to Sir F. A. BOSANQUET. For the new judge is a son of CHARLES DICKENS, the novelist, who made the Old Bailey—like all other precincts of the City and the Temple—not only famous throughout every corner of the world where the English language is read, but even in a certain sense an object of endearment. For literary and romantic tradition can endear to our imaginations objects the least attractive in themselves. The new Common Serjeant comes rather late in life to his place of dignity, for he is sixty-eight years of age; but his appearances in court and as a public speaker shew to everyone that he is still alert and vigorous in body as in mind. A scholar of Trinity Hall, Cambridge, contemporary with Mr. BIRRELL and Mr. BLAKE ODGERS, K.C., and, a little after Sir ROBERT ROMER, he was called to the Bar forty-four years ago, and it is twenty-five years since, in a batch of silks which included his colleague, the Recorder of London, he became one of Her Majesty's counsel. He has had a very varied experience at the common law Bar, and has long been a popular advocate with London juries. His style, at once witty, genial and a trifle rhetorical, but full of shrewd common sense, had in it a touch of his father's genius, and doubtless this helped to win the interest of juries. One of the most popular of men, Mr. DICKENS in his new office is sure to get on well with the Old Bailey Bar, which ever loves best a true son of the metropolis.

Food Saving.

WE REFERRED last week to the Food Economy Campaign which Sir ARTHUR YAPP is organizing, and we notice that Sir ARTHUR is very wisely taking steps to disseminate through the Press a knowledge of the requirements of the times. Some points that he makes we are getting only too familiar with. "There is a dearth of more things than cereals, meat and sugar," but we need not go on to enumerate what they are. His campaign, he says, is to be based on facts. "At the present moment a committee of experts in the Food Controller's Department is working out a scientifically graded scheme of rationing," and as soon as they have reached decisions the scale of consumption which they recommend will be made known. Meanwhile the Department has issued a pamphlet, "Food and How to Save it," by Dr. EDMUND I. SPRIGGS (H.M. Stationery Office, Imperial House, Kingsway, W.C. 2, 3d.), dealing with food values, and giving practical advice as to food saving. Food values are illustrated by a coloured chart, from which we gather that to put on flesh a bread-and-cheese diet is most effective, so that with the Government-assisted loaf and Government-controlled cheese there is every encouragement for the old ideal of plain living and high thinking. Dr. SPRIGGS would make us wise, too, as to the number of "calories" we require; but that sort of feeding is meant for the elect. All these efforts, however, are good, and we hope they may be effective to enable us to tide over the coming dearth. But it is becoming increasingly evident that Government regulation of social life—outcome of the war though it may be—is a lesson in practical socialism which is not going to be lost when reconstruction comes.

Judges and Juries.

WE ARE glad to see that the Court of Criminal Appeal in *R. v. Henry Smith* (*Times*, 16th inst.) has condemned decisively a bad practice which still lingers in certain regions of the judicial Bench. After a prisoner had been acquitted at the Old Bailey, the trial judge—Mr. Commissioner RENTOUL—read to the jury a long list of the prisoner's convictions, and told them that they could see what sort of man they had acquitted. Obviously this practice is most unfair to the prisoner. He has been found not guilty by the judges of fact, a jury of his peers, and ought to go forth into the world with a character freed from blame so far as the immediate accusation against him is concerned; but the effect of such action as this by a judge is to brand him with a bad character in the eyes of the public, and prevent him from getting employment. Again, such practice tends to affect the mind of juries; they feel foolish at having

acquitted a man with such a record. The result is that they assume the next prisoner to have a bad record, and refuse him the benefit of the doubt. Thus men with blameless records get convicted on slight evidence which a jury would not have acted on but for the suspicion that a bad record of previous convictions, concealed from them, might exist in their cases. Finally, the practice is bad because it is a breach of faith. The judge has no more right than a jury to know that a prisoner tried by him has been previously convicted. He does know this because the prisoner's record is supplied to him in order that he may act upon it in passing sentence, should the prisoner be convicted. He has no right to use this information, which is essentially confidential, for any other purpose. The unequivocal condemnation expressed by the Court should stop this indefensible violation of the prisoner's rights.

"The Religion of Peace."

WE ARE always glad to see fresh contributions to the subject of a "League of Peace," and we have read with interest, therefore, the article by Mr. E. S. P. HAYNES in the current *English Review*, under the title "The Religion of Peace." He thinks that former ideas which regarded war as possibly advantageous, or at any rate as a necessary evil, are being driven out by the catastrophe of the present war; and that it is safe to follow the analogy of disease. That seemed a necessary evil till modern discoveries shewed how it could be—under many forms, at least—combated, and the problem is how to combat the traditions which make for war. Unimpressed, apparently, by the current talk of the democratization of Germany as an essential step towards peace, Mr. HAYNES thinks that popular forms of government are no safeguard against war. "Men are at the mercy of the governing group and their newspapers, and the governing group can always, both directly and indirectly, control the Press. Moreover, the very terminology and professions of the group hoodwink the people into regarding them as their own leaders. It follows from all this that nothing is so easy for the governing group as to make war"—and, perhaps we may add, to continue war; witness the effect of loose phrases like "peace offensive" and "premature peace" which have become the current coin of politicians and journalists.

The Checks on War.

NOR DOES Mr. HAYNES regard humanitarianism as a tendency strong enough to cope with war, for the simple reason that the horrors of war are too remote. On a small scale they are realized here during an air raid, but the country generally has no conception of what the battle grounds of Europe mean. More powerful may be the general loss and misery produced by war. "Germany," says Mr. HAYNES, "has perhaps performed a service to humanity in making war a general nuisance. . . . If two householders in a garden suburb began shelling each other, all the other inhabitants would fall upon them and enforce a universal peace; and this is what will ultimately happen on this planet within a few centuries." But as far as the present outlook is concerned, a few centuries might be the Greek Kalends. At any rate, a permanent peace requires a Peace League of some kind, and a Peace League requires that patriotism shall no longer demand the glorification of war as war. Expressing the same idea in other words, there must be a conversion of mankind to peace. Mr. HAYNES has his own views as to how this is to be brought about; but the pity is that everything he looks to is so remote, and each day that the present war continues, with increasing exasperation on each side, makes a settlement out of which a League of Peace shall emerge more unlikely. But all the same, as Mr. HAYNES' article concludes, "somewhere, perhaps, behind the thick pall of destruction there may still be working *"L'amor che muove il sole e l'altre stelle."*

The Nature of Foreclosed Mortgages.

IT IS interesting to reflect what a gap will be made in the law by the abolition of the distinction between the devolution of real and personal property when, in due course, this is effected. The multitude of cases dealing with conversion and reconversion—a doctrine famous since *Fletcher* v. *Ashburner* (1779, 1 Bro. C. C. 497)—will be swept out of the way. A recent and very interesting example of the distinction is afforded by the decision of SARGANT, J., in *Re Bogg, Allison* v. *Paice* (1917, 2 Ch. 239). By the will of a testator, who died in 1861, real estate was settled to the use of E., T. and J. successively for life, with remainder to their use as tenants in common in tail, with cross-remainders between them in tail. The trustees were empowered to sell, with the consent of the tenant for life, and the investments of the proceeds were to be held to and upon the uses and trusts of the settlement as nearly as might be. In 1867 part of the land was sold, and the proceeds invested in a freehold mortgage. E. died in 1871, leaving an only daughter, and T. died in 1881, a bachelor. In 1898 the surviving trustee foreclosed the mortgage, and in 1899, by a deed, to which J., the last tenant for life, was a party, a new trustee was appointed, and the foreclosed land was conveyed to the uses of the will. J. died in 1916, without issue, and the question arose whether the foreclosed land was to be treated as realty or personalty. If it was realty, then the daughter of E. was solely entitled as tenant in tail. If it was personalty, each of E., T. and J., by virtue of their tenancy in common in tail, took an absolute interest in one-third, since an absolute interest in personalty is the nearest approach to a tenancy in tail in realty. Now the nature of foreclosed land representing a trust mortgage has been frequently a matter of difficulty, and to avoid this it was provided by section 9 of the Conveyancing Act, 1911, that such land should be held by the trustees on trust for sale, so that the nature of the investment as personalty is preserved, and subsection (5) makes the section retrospective. SARGANT, J., held, however, that the section did not exclude the doctrine that land, which is notionally converted into personalty, will be reconverted if it is actually treated as land by proper authority. Here the settlement contemplated that the trust property might be either real or personal estate. At the death of the last surviving tenant for life, in 1898, this property was, in fact, land, and by the deed of 1899 it was definitely treated as such. To such a case the learned judge considered that the retrospective operation of section 9 did not extend, but, if it did, the section was excluded by the special provisions of sub-sections (3) and (4). Hence the land was real estate at the death of the last tenant for life, and devolved accordingly in entirety on the daughter of E.

How to Stop Trivial Litigation.

THE BEST plan to stop trivial litigation, according to a recent letter in the *Times*, would be to make it a rule that during the war no civil action should be tried by jury, the trial being by the judge without a jury. This would, first, save the time and money of countless jurymen who are all short-handed; secondly, halve the length of the case; and, thirdly, be a death-blow to speculative actions. There is much to be said in favour of this recommendation. The county courts now dispose of a large part of the business which, at the date of the Common Law Procedure Acts, 1852-1854, was tried in the superior courts, and trials by jury are seldom resorted to in the county courts. Compensation cases under the Employers and Workmen Act, and under the Lands Clauses Acts, involving claims to a large amount, may also be heard without juries. And with regard to the waste of the time of jurymen, one need only consider the protracted trials of actions of libel during the present year, some of which were of eminently unsubstantial character. The common excuse for protracted jury trials is that typewriting and shorthand tend to increase mercantile correspondence which has to be read on the opening of the case, and put in evidence during the hearing. Assuming that this is the fact, it will hardly be denied that the reading of a mass of correspondence is calculated to perplex and confuse the average juryman, and that it cannot always be followed by the judge. It may be added that in days when places of business and suburban residences are at a greater distance than in earlier times from the law courts, there is a greater chance that a whole day of the juryman's time will be absorbed. Does a

judge take as long a time to try a case when he has the assistance of a jury as he does when he is without such assistance? Compare the progress of the jury causes in the Divorce Court with those which are tried by the judge sitting alone. A competent judge is able to grasp the material point at issue between the parties, to suggest the admission of facts as to which there is no real dispute, and to deal with irrelevancies more effectively, than when his authority is shared with a number of inexperienced laymen. And, finally, the speculative action is on many occasions the creature of trial by jury. An energetic leader of one of the circuits always remonstrated with any one of his juniors who had given an opinion against the bringing of an action. You can never tell, he was accustomed to say, what view a jury may take of the facts. It must not, however, be supposed that we think that there is any immediate prospect of the abolition of trial by jury in civil cases. The opposition to the change would be strenuous, and is fortified by long tradition in a manner which it will be difficult to overcome.

A Wife's Clothing.

THE Court of Appeal has just upheld the decision of Mr. Justice BAILHACHE in *Rondeau Legrande & Co.* v. *Marks* (61 SOLICITORS' JOURNAL, 666). The point was whether or not a wife has an absolute right to the property in dresses supplied her as necessaries by her husband. BAILHACHE, J., held that a husband must provide his wife with necessaries, but he may do so either by way of gift or by way of loan. There is a presumption that the provision is a gift, but this may be rebutted by proving that the husband and wife expressly contracted together that it should be a loan. Such an agreement, if proved, is valid in law, and is not void for want of consideration. This view—technical, and quite remote from practical considerations and actual life—was upheld by the Court of Appeal. The result is that the execution creditor in a *Scott* v. *Morley* judgment against the wife's separate property cannot safely assume her dresses to be her own property.

The Effect of a Shifting Clause.

BY way of supplement to recent articles on the Acceleration of Future Interests (61 SOLICITORS' JOURNAL, pp. 573, 588), it is proposed to draw attention to some points arising with reference to shifting clauses, which generally operate by way of acceleration.

There is a general rule that a contingent limitation which takes effect in defeasance of the preceding estate is not a contingent remainder, but an executory limitation: *Blackman* v. *Fysh* (1892, 3 Ch. 209), where the authorities are cited. This rule obviously does not apply where the particular estate itself takes effect in defeasance of a prior estate; in such a case the contingent limitations are capable of taking effect as remainders in the same way as if the particular estate had been created by a common law conveyance: Challis, R. P., 3rd ed., 175. In *Heneage* v. *Heneage* (4 T. R. 13) a testator devised land to his son A for life, with remainder to trustees during the life of A upon the usual trusts to preserve contingent remainders, with remainder to A's sons in tail male, subject to a shifting clause which took effect before A had a son; it was held that the land went to the trustees, and that the contingent remainders to A's sons took effect. This is in accordance with the doctrine stated by Mr. CHALLIS. But in advising on the case before it came into court, Mr. FEARNE expressed the opinion that, if there had been no estate limited to the trustees, the contingent remainders to the sons must have failed: Fearne, C. R., 619. It is a little difficult to reconcile this view with the principle applied in *Blackman* v. *Fysh* (*supra*). One would think that in the case supposed by Mr. FEARNE, if the shifting clause took effect, the limitations to the sons would have enured as executory limitations, because they could not take effect as contingent remainders. However, Mr. FEARNE's view seems to be generally accepted as correct, for when the Real Property Act, 1845, was passed, there was some discussion whether section 8 would protect a contingent remainder from failure in the event of the particular estate being determined by a shifting clause: Davidson, Conv., vol. 3, p. 268; vol. 4, p. 331, note. The point seems still open, except in cases falling within the Contingent Remainders Act, 1877.

A well-drawn shifting clause leaves no room for doubt as to the person who is to take under it, regard being had to the distinction between shifting clauses intended to operate on non-compliance with an injunction (such as a name and arms clause), and those intended to operate on the accession to a title or estate: Vaizey on Settlements, 1288, 1297. And where an estate is limited to trustees to fill up a possible gap in the beneficial limitations, provision is made for the application of the rents and profits while the beneficial ownership is in suspense: *Re Michell* (1892, 2 Ch. 87). This is always advisable in a name and arms clause, as the statutory enactments do not provide for the case. But all shifting clauses are not well drawn. Thus in the case of *Heneage* v. *Heneage*, above referred to, the shifting clause provided that if A came into possession of a certain estate, the limitations contained in the testator's will in his favour should determine, and that the next in remainder under the will should succeed to the testator's property as if A were dead. The Court held that, on the shifting clause taking effect, the property went to the trustees, but did not decide who was entitled to the rents before the birth of A's son. Mr. FEARNE advised that they belonged to the testator's heir at law: Fearne, C. R., 621. This is in accordance with the rule generally adopted when there is a gap in the beneficial limitations of a settlement: *Carrick* v. *Errington*, 2 P. W. 361, 5 Br. P. C. 391; *Hopkins* v. *Hopkins*, Ca. t. Talb. 44, 1 Atk. 597 (as to *Re Willis*, 1917, 1 Ch. 365, see 61 SOLICITORS' JOURNAL, p. 589). The principle laid down by Mr. FEARNE was followed in *Stanley* v. *Stanley* (16 Ves. 491); *Morrice* v. *Langham* (11 Sim. 260); *Sanford* v. *Morrice* (11 Cl. & Fin. 667); and *Lambarde* v. *Peach* (4 Drew. 495).

The will of the testator in the last named case afterwards came before the Court of Appeal in *Turton* v. *Lambarde* (1 D. F. & J. 495), when it appeared that the person who represented the testator's heir at law was also entitled to the next vested estate in remainder; but she did not claim the rents in the latter character; she only claimed them through the heir at law, and (assuming that the shifting clause took effect) no one disputed her right to them prior to the birth of a tenant in tail. KNIGHT BRUCE, L.J., held that she was entitled to the intermediate rents in one character or the other, without deciding in which. TURNER, L.J. (relying partly on another clause in the will, which he thought threw light on the question), was of opinion that the testator had shewn an intention that the rents should go to her as the person entitled to the next vested estate in remainder, and not to her as representing the heir at law. ROMILLY, M.R., in *D'Eyncourt* v. *Gregory* (34 Bea. 96), adopted the view of TURNER, L.J. He seems to have been under the erroneous impression that KNIGHT BRUCE, L.J., was of the same opinion, and not to have noticed that in *Turton* v. *Lambarde* the question was immaterial. The view of TURNER, L.J., is no doubt in accordance with common sense, but it is difficult to reconcile it with the authorities. The learned Judge does not seem to have given those authorities the attention which they deserve, for he treated the opinion of Mr. FEARNE on the Heneage will, and the decision of GRANT, M.R., in *Stanley* v. *Stanley*, as being in agreement with his own view (they are directly contrary to it), and took no notice of *Sanford* v. *Morrice*, although it is a decision of the House of Lords. These oversights on the part of a judge distinguished for his accuracy and learning can only be explained by the fact that the point did not arise in the case before him, and was therefore not argued at the Bar. There was no conflict in that case between the heir at law and the remainderman, because they were both represented by the same person.

CHARLES SWEET.

The Liability of an "Indorser."

SECTION 56 of the Bills of Exchange Act, 1882, runs: "Where a person signs a bill otherwise than as drawer or acceptor, he thereby incurs the liabilities of an indorser to a holder in due course." This expresses in legal language pretty nearly the popular view that a man who "backs" a bill is liable to be called upon to pay the amount of it. The enactment, however, has limitations, which occasionally result in unsuccessful actions against persons who purport to have indorsed bills of exchange or promissory notes. With respect to bills of exchange, there are three cases in the English Courts which illustrate the possibility of a limited operation of the apparently wide words of section 56. These cases are *Jenkins* v. *Coomber* (1898, 2 Q. B. 168), *Glenie* v. *Smith* (1908, 1 K. B. 263), and *M. T. Shaw & Co.* v. *Holland* (1908, 2 K. B. 15).

Jenkins v. *Coomber* came on appeal from the county court to the King's Bench Division. The bill was drawn by the plaintiffs to their own order, and addressed to one ARTHUR COOMBER, and duly accepted by him. When delivered to the acceptor the bill had not been indorsed by the drawers. On receiving the bill the acceptor took it to the defendant, who wrote his name on the back. The defendant was ARTHUR COOMBER'S father, and he indorsed the bill in order to help his son and in pursuance of an arrangement between the parties by way of guaranteeing payment. The bill was then returned to the plaintiffs, who indorsed it, placing their signature beneath the defendant's. The plaintiffs subsequently, on non-payment of the bill, sued the defendant as indorser. Judgment was given for the defendant in the county court, and this was affirmed by the Divisional Court. The ground of this decision was that the decision in *Steele* v. *McKinlay* (5 App. Cas. 754) had not been overridden by the Bills of Exchange Act, and that under that decision the defendant could not be held liable as an indorser. In *Steele* v. *McKinlay* the House of Lords held (in 1880) that a person who placed his name on the back of a bill was not liable to the drawer, because the drawer had not (the bill being drawn to his own order) indorsed it when the indorser signed it, and there was no evidence as to why the indorser had signed it; he could not, even as indorser, become liable to the drawer *quâ* drawer, but only to a subsequent holder, and his indorsement was not valid for want of the previous indorsement of the drawer. Following this, the Divisional Court held that the apparent indorsement of the defendant had no effect in making him liable on the bill, since the bill was not complete and regular on its face when the defendant signed it, the drawers (as in *Steele* v. *McKinlay*) not having indorsed it, and the contract of suretyship was unenforceable for want of compliance with the Statute of Frauds.

In *Glenie* v. *Smith* (*supra*) the action was brought in the High Court, and it was held, both in the King's Bench Division and the Court of Appeal, that the indorser of the bill was liable at the suit of the drawer who was also the holder. In this case, as in point of fact also happened in *Jenkins* v. *Coomber*, the defendant had agreed to become responsible for payment of the bill sued on, and he placed his signature as indorser on the bill, but before it had been made complete by the indorsement of the drawer (being drawn to order). But both the acceptance and the indorsement were on blank bill forms, and the Court of Appeal rested their decision on the provisions of section 20 of the Bills of Exchange Act, which deals with incomplete bills, and held that the defendant was estopped from denying his liability on the bill, and must be taken to have given the drawer authority to complete the bill by placing his own indorsement above that of the defendant so as to enable the latter duly to transfer by indorsement to the drawer. The case of *Jenkins* v. *Coomber* was expressly distinguished, on the ground that section 20 was not there referred to. The Master of the Rolls, indeed, observed that, in that case, "section 20 could have no application, because it was a case altogether outside that section."

In *M. T. Shaw & Co.* v. *Holland* (*supra*) the Court of Appeal distinguished *Glenie* v. *Smith*, and approved of *Jenkins & Sons* v. *Coomber*. In that case goods supplied by the plaintiffs to a company were to be paid for by bills accepted by the company and indorsed by the directors, the indorsement being by way of security. A bill drawn by the plaintiffs to their own order but not indorsed by them, was sent to the company, and was returned accepted by the company and indorsed by the directors. The plaintiffs then signed it on the back underneath the directors' signatures. The bill was not met at maturity, and the plaintiffs sued the directors. It was held by HAMILTON, J., that that was not a case, such as that contemplated by section 20 and illustrated by *Glenie* v. *Smith*, where a simple signature was delivered in order to be converted into a bill. It was a case of a bill drawn to order in the usual form, but which, for want of the drawer's indorsement, never became a negotiable bill. And this decision was affirmed by the Court of Appeal. It was, said VAUGHAN WILLIAMS, L.J., not a case of a bill in which indorsements appeared to be simply in the wrong order; it was a case in which the bill was never negotiated.

With respect to promissory notes, two Australian cases may be referred to, there being apparently no recent decision in the English Courts on promissory notes. These Australian cases are *Freedman* v. *Dan Che Lin* (1905, 7 Western Australian Reports, 179) and *Ferrier* v. *Stewart* (1912, 15 Commonwealth Reports, 32), a decision of the High Court of Australia. The enactments before the Australian Courts were transcripts of the Bills of Exchange sections already referred to.

In *Freedman* v. *Dan Che Lin* the promissory note was made in favour of the plaintiffs or their order as payees, and before being delivered to them was indorsed by the defendant. It was held that the defendant could not be liable as an indorser, the note not being complete when he placed his signature upon it, and *Jenkins* v. *Coomber* was relied on as the governing decision (*Glenie* v. *Smith* had not then been decided) on the question of indorsement. The Court, however, went on to decide in favour of the plaintiffs, on the ground that the defendant must have intended to make himself liable in some capacity, and he could very well be held to be liable as "joint promisor." A passage from the judgment of Lord WATSON in *Steele* v. *McKinlay* (*supra*) was quoted, in which the distinction between bills of exchange and promissory notes is pointed out—that there can be more than one "promisor" as party to a note, though an additional name cannot be added to a bill as acceptor. This, of course, distinguishes the case from the bill of exchange cases.

In *Ferrier* v. *Stewart* also the action was brought by payees against an indorser. The circumstances differed from those in the other cases already referred to in that, although the defendant actually signed the note on the back before it was indorsed by the payees, the payees did afterwards place their own signature—adding "without recourse"—on the note above that of the defendant. The promissory note, when produced, thus appeared to be complete and regular, and duly indorsed back to the payees. The defence raised, and the point to be decided by the Court, was that the defendant was not liable as indorser because the note was not complete and regular when she indorsed it. Both *Jenkins* v *Coomber* and *Glenie* v. *Smith* were referred to, but the judgments delivered were not based expressly on either case. The decision was in favour of the plaintiffs, and may be said to stand in line with *Glenie* v. *Smith* as against *Jenkins* v. *Coomber*. It was held that the defendant had intended to make herself liable to the plaintiffs, and that the order in which the indorsements appeared on the note accurately represented the transaction intended by the parties. In the concluding words of one of the judgments: "This state of things was the conventional basis on which the parties acted, and so far as they are concerned it must be taken to be the true one. If so, she is for the purposes of this case an indorser within the meaning of the statute." The case seems to fall within the suggestion of VAUGHAN WILLIAMS, L.J., in *M. T. Shaw & Co.* v. *Holland*, that it would be sufficient if the bill was completed within a reasonable time after

the so-called indorsement of the surety-indorser. In all these cases the question is more or less discussed as to whether section 56 does not substantially abrogate much of the law laid down in *Steele* v. *McKinlay*. It is therefore of some interest to notice that Sir SAMUEL GRIFFITH, in applying section 56 to the case before him, seems to have taken the view that *Steele* v. *McKinlay* is affected by the Act. He says: "It seems to me to follow, by the mere effect of the section, that when a person indorses a promissory note not already indorsed by the payee, he *ipso facto* authorizes the payee to place his indorsement above his own, if actual indorsement by the payee is necessary."

The result seems to be that a mere indorsement on a blank bill makes the indorser liable under section 20 if the bill is subsequently completed in accordance with the section; but the indorsement of an ordinary bill by way of security cannot be relied on unless it has been previously indorsed by the drawer, though it may be sufficient if the drawer completes it by indorsement within a reasonable time.

Alsace-Lorraine.

Now that the claim of France to the retrocession of Alsace-Lorraine is being prominently put forward as a probable war-aim of the Allies, it may be interesting to attempt a sketch of the history of the two provinces in modern times, and, apart from the recognized sources, useful assistance is afforded by an article, "The Return of Alsace-Lorraine," by the Abbé ERNEST DIMNET in the *Nineteenth Century* for September. The definite annexation of the provinces by France dates, as to Alsace from the Treaty of Westphalia in 1648, and as to Lorraine from the Treaty of Vienna in 1738. The conquest of Alsace—for such the Abbé feels bound to call it—was "an episode in the long contest between Austria and the Protestant princes for her allegiance on the one hand, and on the other of the struggle for pre-eminence between the House of Austria and France." Probably the latter was the leading motive of the various wars prior to the seventeenth century. But Alsace itself was not a very easy territory over which to exercise sovereign rights. At the beginning of the seventeenth century "it was a picture on a small scale of the divided and broken-up condition of the Empire itself." Upper Alsace was to a certain extent under direct Hapsburg control, but Lower Alsace retained a considerable amount of independence. And in addition to various Bishops, Princes and Electors, who exercised feudal rights of petty sovereignty, and Strassburg and Mulhausen, which, according to the Abbé, were republics, there were ten "free towns"—Haguenau, Colmar, Münster, &c.—which had a virtual autonomy, though formally they were under an imperial representative at Haguenau.

The contest for the possession of Alsace became one of the leading features of the Thirty Years War, and naturally the country suffered much from the belligerent forces—in particular the Swedes. But when the war was ended by the Treaty of Westphalia the struggle was determined in favour of France. France obtained the position which Austria had held, and whatever rights had been enjoyed by the Hapsburgs passed to the King of France. There were, however, doubts as to the extent of these rights, and the terms of the Treaty appear to have been left purposely vague. In the succeeding years Germany was in its chronic state of disunion, while France, under LOUIS XIV., was attaining the height of her power. That monarch set up at Metz, Breisach, and elsewhere "Chambers of Reunion," for the purpose of examining into local claims to exemption, but these were overruled, and in pursuance of his conception of French sovereignty and his interpretation of the Treaty of Westphalia his power was, by 1680, made complete over nearly the whole of Alsace. In the following century Austria attempted to reverse the result of the Thirty Years War. This was in 1743, as an incident in the War of the Spanish Succession, but it was a failure, and the French control of Alsace continued undisturbed till the Revolution. In 1738 the long contention as to Lorraine had also terminated in the same way, and in that year the province was definitely annexed by France.

The outbreak of the French Revolution found Alsace in full sympathy with the country to which it had now been attached for 150 years. The Treaty of Westphalia had reserved feudal rights to certain Electors and Princes, who held land in the province. When the Constituent Assembly swept away the feudal rights in France it was claimed that these reserved rights in Alsace went too; and to the protests of the feudal lords it was answered that the unity of France and Alsace rested on the unanimous decision of the Alsatians, and that ancient treaties and the stipulations of their former rulers could no longer bind a free people. The Assembly offered compensation to the feudal lords, but by most of them this was refused, and they appealed to the Imperial Diet. The matter was one of the contributory causes of the war between Revolutionary France and Austria.

The Revolutionary and the Napoleonic Wars meant the territorial aggrandisement of France, but this came to an end with the downfall of the Emperor in 1814. The first Treaty of Paris, which was signed on 30th May in that year by the plenipotentiaries of France, on the one side, and Great Britain, Russia and Prussia on the other, was intended to reduce France to her limits of 1st January, 1792, but Alsace and Lorraine were not interfered with. Indeed, in the rectification of frontiers France received a substantial addition of territory. The treaty is described by ALISON as the most glorious that England had ever concluded—"glorious even more from what she abandoned than what she retained by her conquests. . . . With her enemy absolutely at her feet—with half of France overrun by four hundred thousand victorious troops, her capital taken, and her Emperor virtually a prisoner in exile—she gave to the prostrate foe no inconsiderable *accession* of territory in Europe, and restored four-fifths of her colonial possessions." The general settlement of Europe, however, was reserved for the Congress which was to meet at Vienna in July, a date which was afterwards postponed to October. This was the Congress of which—owing to its dilatory proceedings under METTERNICH'S guidance and its addiction to festivities—it was said, "*Le Congrès danse et ne marche pas.*" At one time it nearly ended in a rupture between the Powers, and a war over the spoils of victory was prevented by the escape of NAPOLEON. After Waterloo the European settlement was continued at Paris, but now there was less regard for French susceptibilities, and among other demands Austria insisted on getting back Alsace and Lorraine. This was defeated owing to the support given to France by Russia, but the accessions of territory which were left to France by the first Treaty of Paris were withdrawn, and various penalties—such as the return of the stolen treasures of art—were exacted, which had been omitted at the time of that treaty. Incidentally it may be noted that NEY, the "bravest of the brave," who paid for his part in the "Hundred Days" with his life, was an Alsatian. "Alsace," says the Abbé DIMNET, "is proud of the list, frequently cited, of her military celebrities under NAPOLEON." The abstention of the Allies from making any inroad on French territory was apparently due to the unwillingness of Great Britain materially to modify, and of Russia to disturb at all, the arrangements of the first Peace of Paris as elaborated at Vienna; and this although WELLINGTON, while unwilling to impose important cessions on France, allowed that the first Peace had left her in a position of relatively excessive strength (Cambridge Mod. Hist., ix. 664).

The policy of Germany upon the occasion of the next defeat of France was quite different. By the terms of the Treaty of Frankfort of 1871, which closed the Franco-German War, the French had not only to pay the huge sum of 5,000 million francs, but had also to cede Alsace and part of Lorraine. To consider why this was insisted on is beyond our present purpose, and it borders on controversial matters. In the chapter of the Cambridge Modern History on the German Empire, written by Prof. HERMANN ONCKEN, of Heidelberg (1910, Vol. XII., pp. 134 *et seq.*), there is the following passage:—

> "The motive for the annexations is often misrepresented. Everyone knows the famous words spoken by LEOPOLD VON RANKE, the historian, to THIERS in the autumn of 1870, after the fall of NAPOLEON III.: 'It is against LOUIS XIV. that we have now to wage war'—that is to say, we have now to fight against the country which has for centuries looked upon the defenceless condition of the Germans as the strongest bulwark of her own hegemony on the Continent. BISMARCK'S motive for the annexation lay in no faded memories of past Imperial history upon which national enthusiasts dwelt, but in the real and pressing necessity for permanent military defence of German unity against all attacks from the West—a unity which had been threatened, so lately as 1866, by the preposterous demand of NAPOLEON III. for the cession of Mainz and a portion of the left bank of the Rhine. This necessity alone impelled him to shift the frontier across the Rhine into the Vosges mountains, for Southern Germany had been long enough at the mercy of French artillery."

Although occurring in an English work of authority, this no doubt is a German view, but so far as these pages are concerned we are only interested to present the matter impartially. Since the Napoleonic wars the position of Germany has been steadily consolidated. The disunion which laid her open to the attacks of Louis XIV. is a thing of the past, and the necessity for the defence of Germany against France has now been changed into the necessity for the defence of France against Germany. We take it

that that will be the main consideration in the coming settlement, rather than the desire of the one Power to retain and the other to regain the two provinces. And also, of course, the desires of the inhabitants themselves. In that respect the article of the Abbé DIMNET is a powerful plea for reunion with France, and the same view has been recently stated with equal force in articles in the *Times* of 30th July. These were entitled "The Future of Alsace-Lorraine," and were by M. HELMER, the famous Alsatian lawyer, who defended the Alsatian caricaturist "Henri" on his trial for "high treason" at Leipzig in 1914.

Reviews.

Conveyancing.

THE CONVEYANCER. Vols. I. and II. WITH AN ENCYCLOPÆDIA OF PRECEDENTS OF CONVEYANCING, COMMERCIAL, AND MERCANTILE DOCUMENTS, AND AN APPENDIX OF MISCELLANEOUS FORMS. (Published as a SUPPLEMENT TO "THE CONVEYANCER.") Under the General Editorship of J. A. SHEARWOOD, Barrister-at-Law (Vol. I., Parts 1 to 5), and CHARLES E. CREE, M.A., Barrister-at-Law (Vol. I., Part 6, and Vol. II.). Sweet & Maxwell (Limited).

This work has been long enough before the profession for an opinion to be formed of its merits and opportuneness by actual use. "The Conveyancer" is a journal devoted, as its name imports, to conveyancing, and it contains notes on current matters of interest and correspondence. The notes are usefully written, and a publication of this nature serves to keep its readers abreast of what is happening in the legal world, and to enable them from time to time to renew that knowledge. Thus the note at Vol. I., p. 30, on "Trustees lending on mortgage," is a convenient reminder of the precautions which require to be taken under section 8 of the Trustee Act, 1893; that at Vol. I., p. 52, concisely sums up the decisions of recent years on "Clogging the Right of Redemption"; and that at Vol. II., p. 23, on "Companies' Lien on Shares," points out the effect of the decision of Peterson, J., in *Mackereth* v. *Wigan Coal and Iron Co.* (1916, 2 Ch., 293). There are also useful hints as to practical conveyancing, such as the reminders on drafting mortgages at Vol. II., p. 24.

The main utility of the work, however, is doubtless to be found in the Supplement of Precedents. These we gather are intended to be somewhat wider in their scope than those to be found in the usual Precedent books, and also to give new precedents from time to time to meet new emergencies. Hence in each volume the precedents are divided into two parts—one part running from volume to volume, with precedents in alphabetical order according to the subjects, and the other containing miscellaneous precedents designed to fill a gap in other works or to meet the needs of the moment. Thus in Vol. I. the alphabetical part includes forms of Agreements for sale of land and hire-purchase; Arbitration; Attorney, Powers of; and Auctions; and in Vol. II. the corresponding part is devoted to a very full collection of precedents of Charges and Mortgages, while the Miscellaneous Precedents include precedents intended to meet war conditions, as well as other forms which the practitioner will find useful to meet special requirements. The part devoted to charges and mortgages has a useful introductory note on the form of the security and the remedies of the mortgagee, and the forms are well-drawn, convenient, and numerous enough to cover all cases likely to occur. We notice that the editor has retained the covenant for payment as the first clause, and has not followed the last edition of "Key and Elphinstone" in relegating it to a later place. In our view it most conveniently comes first, and it is a mistake to alter established conveyancing practice except for some very good reason. The forms are divided into paragraphs, and space is saved by referring to clauses in previous forms, though this is not overdone. It is the chief rule in conveyancing to be comprehensive, to be clear, and to take no chances, and the use of this work will enable the practitioner to live up to the rule.

Books of the Week.

Case and Comment. The Lawyer's Magazine. September, 1917. The Lawyers Co-operative Publishing Co., Rochester, New York. 15 cents.

Mr. Charles Edward Stuart Foyer, aged seventy-one, of 26, Essex-street, Strand, W.C., Solicitor, who left £500 each to two clerks and £200 to each other clerk of ten years' service, has left estate of gross value £17,866

CASES OF THE WEEK.

House of Lords.

WOODILEE COAL AND COKE CO. (LIM.) v. M'NEILL. 16th Oct.

WORKMEN'S COMPENSATION—MINER—PARTIAL INCAPACITY—GENERAL RISE IN MINERS' WAGES SINCE DATE OF DISABLEMENT—REVIEW OF WEEKLY PAYMENTS—WORKMEN'S COMPENSATION ACT, 1906 (6 ED. 7, c. 58), SCHED. I., PARS. 3, 16.

By par. 1 of the First Schedule to the Workmen's Compensation Act, 1906, the amount of compensation for total or partial incapacity is limited to 50 per cent. of his average weekly earnings, but such weekly payment not to exceed £1.

By par. 3, in the case of partial incapacity, "the weekly payment shall in no case exceed the difference between the amount of the average weekly earnings of the workman before the accident and the average weekly amount which he is earning or is able to earn . . . but shall bear such relation to the amount of such difference as under the circumstances of the case may appear proper."

Held, that on an application to review an award, made on the basis of partial incapacity, the arbitrator had a complete discretion to award any sum up to £1 as compensation, so long as the sum awarded added to the amount which the workman was then earning or able to earn did not exceed his average weekly earnings prior to the date of disablement, and did not exceed £1.

Decision of the Second Division of the Court of Session (*reported* 54 *Sc. L. R.* 208; 1917, 1 *Sc. L. T.* 80) *affirmed.*

Appeal by the employers from an award of the Sheriff-Substitute at Stirling. M'Neill, who was a miner, employed by the appellants below ground, in 1914 contracted miner's nystagmus. He was then earning 40s. a week, and he was paid compensation by the appellants at the rate of 20s. a week. In June, 1916, he had so far recovered that he was able to do surface work, for which he was paid 27s. 6d. a week, and half the difference, as compensation, between what he earned before the injury and was then earning, which was agreed at 6s. 3d. There was admittedly a general rise of the wages paid to miners in the district, owing to the war, and it was not denied by the employers that if M'Neill had not met with the injury he would, as a miner, have been able to earn 55s. a week or more. For this reason he was dissatisfied with 6s. 3d. a week compensation, and applied to the Court to have the award reviewed on the ground that the general rise in wages was "an alteration in circumstances" which gave the arbitrator jurisdiction to review it. The employers opposed the application on the ground that fluctuations in the labour market ought not to be taken into consideration by the arbitrator. The learned judge held, however, that he could consider this fact, and increased the 6s. 3d. to 12s. 6d., the full amount of the difference between the wages earned by the workman at the date of his disablement and what he was then earning. The employers appealed.

Lord FINLAY, *C.*, in moving that the appeal should be dismissed, said that the appellants asked that a general principle should be laid down by this House, as they were of opinion that the decision below was wrong, and that 6s. 3d. was the utmost that the man was entitled to under the Act. Their lordships had not desired to hear counsel for the respondent because they thought the award in his favour was competent. The Act, in directing how compensation should be fixed, provided that the employer's liability should be absolutely limited in amount within the maximum defined in the First Schedule. It provided in par. 1 that, in the case of total disablement, compensation was not to exceed half the man's average wages before the accident, and further, if in any case that sum exceeded £1 it was to be cut down to £1, which was the maximum. In the case of partial incapacity the maximum of compensation was not to be 50 per cent. of what he earned before the injury, but was not to exceed the difference between what he had been earning and was now earning, or able to earn, at some suitable employment. That amount was still restricted to the maximum of £1, but the limitation of 50 per cent. did not apply to the sum so ascertained. Instead, the Act directed that this payment should bear such relation to the amount of that difference as, under the circumstances, should appear to be proper to the arbitrator. By par. 16 any weekly payment might be reviewed at the request of either party, and on such review might be "ended, diminished, or increased," but the amount awarded was made "subject to the maximum above provided." There was therefore no provision in the Statute which fettered the complete discretion of the arbitrator to award the whole amount of the difference if he thought proper, so long as the sum awarded was within the £1 maximum. Here the 12s. 6d. a week awarded, plus what the workman was now able to earn, only together made up what he earned before the injury, and therefore, the award being within the maximum which confined the arbitrator's discretion, it was a good award, and the appeal failed.

Viscount HALDANE and Lords DUNEDIN, ATKINSON and PARMOOR concurred, and the appeal was dismissed with costs.—COUNSEL, for the appellants, Hon. *W. Watson*, K.C., and *F. T. Villiers Bayly* (the latter of the English Bar); for the respondent, *T. B. Morison*, K.C. (Solicitor-General for Scotland), and *David R. Scott*. AGENTS, *Beveridge & Co.*,

London, for *W. & J. Burness*, W.S., Edinburgh, and *W. T. Craig*, W. Glasgow; for the respondent, *C. F. Martelli*, London, for *Weir & Macgregor*, S.S.C., Edinburgh, and *Cormack & Roxburgh*, Solicitors, Dumbarton.

[Reported by ERSKINE REID, Barrister-at-Law.]

King's Bench Division.

REX v. THE GOVERNOR OF WORMWOOD SCRUBBS PRISON. *Ex parte* RILEY. Div. Court. 20th September.

ARMY—DISCHARGE—SERVICES NO LONGER REQUIRED—EFFECT—MILITARY SERVICE ACT, 1916 (5 & 6 GEO. 5, C. 104), FIRST SCHEDULE, CLAUSE 5—MILITARY SERVICE ACT, 1916 (SESSION 2) (6 & 7 GEO. 5, C. 15), SS. 1, 3, SUB-SECTION (1), AND S. 17, SUB-SECTION (2).

A discharge from the Army except for one of the causes mentioned in the unrepealed portion of clause 5 of the Exceptions in the First Schedule to the Military Service Act, 1916, *confers no exemption from liability for military service, but merely transfers the person discharged to the reserve.*

Fraser *v.* The Military Authorities (1917, *W. N.* 147) *applied.*

Riley obtained a rule *nisi* calling upon the Governor of His Majesty's prison at Wormwood Scrubbs to shew cause why a writ of *habeas corpus* should not issue to have his body immediately before the Court on the ground that he was not at the date of a sentence of a court-martial, under which he was imprisoned, amenable to military service within the jurisdiction of the court-martial. The applicant, before the passing of the Military Service Act, 1916, was a Territorial, and at the expiration of his service was discharged. He was exempt from that Act under clause 5 of the First Schedule, but he applied for exemption on conscientious grounds, and his application was refused under the Military Service Act, 1916 (Session 2), s. 3, sub-section (1), and s. 17, sub-section (2), so much of clause 5 of the exceptions in the First Schedule of the Military Service Act, 1916, as conferred exemption on men who had been discharged on the termination of their period of service was repealed, and the applicant thereupon became liable to be called up. He appealed again on conscientious grounds, but the tribunal refused to hear him a second time. He was called up, refused to obey orders, and was convicted and sentenced by court-martial. Representations were made about the refusal of the tribunal to hear him, and ultimately he was discharged under clause 25 of paragraph 329 of the King's Regulations, the cause of his discharge being stated as "his services being no longer required." The discharge appeared to be unconditional, but the Army Council contended that it was to enable him to renew his application for exemption. He did not renew it, and went to France with the Friends' War Victims Relief Committee. On his return he was arrested, charged before a court-martial with disobedience, and convicted and imprisoned. It was contended on his behalf that, his discharge being unconditional, he could not again become liable to military service. On the other hand, it was contended that except for one of the causes set out in the unrepealed portion of clause 5 of the Schedule, a discharge did not exempt from liability, but merely transferred the applicant to the reserve.

BAILHACHE, J., after stating the facts, said:—I am of opinion that the rule should be made absolute. The applicant has been finally discharged, and there is no dispute that the effect of this is that he ceased to be liable for military service, at any rate for a period of thirty days. In opposition to the rule it has been contended that at the expiration of that period he is deemed to be re-enlisted, and transferred to the reserve. As there is no exemption on which he can rely, that argument is not sound. If under the Military Service Act, 1916 (Session 2) the applicant was called to the colours and then discharged, the Act has had its full effect upon him, and cannot operate to make him again liable to be called up. Put shortly, there can be one appointed date for each man, and one only.

AVORY, J., after stating the facts, said:—I am of the contrary opinion. It is clear that by the Military Service Act, 1916 (Session 2), it is contemplated that a discharged man can be re-enlisted and transferred to the reserve, because section 3, sub-section (1), and section 17, sub-section (2), expressly repeal so much of clause 5 of the First Schedule to the Military Service Act, 1916, as relates to men who have been discharged. In other words, men who have been on the termination of their period of service so discharged are still deemed from the appointed date to have been enlisted and transferred to the reserve. Therefore, the mere fact of discharge cannot operate to prevent the applicant from coming within the Act of 1916 (Session 2). If it were necessary, I am prepared to hold that a man might have two appointed dates. *Fraser* v. *The Military Authorities* (*supra*) is a direct authority against the applicant.

DARLING, J.—I agree with the judgment of Avory, J. *Fraser* v. *The Military Authorities* shews that a man who has been discharged may still be subject to the Military Service Act, 1916 (Session 2).—COUNSEL, *Branson; Powell*, K.C., and *Hawkins*. SOLICITORS, *Kenneth Brown, Baker, & Baker; The Treasury Solicitor.*

[Reported by L. M. MAY, Barrister-at-Law.]

CASES OF LAST SITTINGS.

House of Lords.

GREENOCK CORPORATION *v.* CALEDONIAN RAILWAY CO. SAME *v.* GLASGOW AND SOUTH-WESTERN RAILWAY CO. 30th April; 1st, 3rd, 4th, 7th, 8th, and 10th May; 23rd July.

WATER—INTERFERENCE WITH NATURAL COURSE OF STREAM—EXCESSIVE RAINFALL—FLOODING—DAMAGE—DAMNUM FATALE—LIABILITY.

The appellant corporation in the course of laying out a public pleasure ground in 1908, *known as the Lady Alice Park, in order to make a paddling pond for children, diverted a stream by damming up its natural channel, which flowed through the site of the park into the town of Greenock, and thence into the sea. A storm of rain of extraordinary violence occurred on 5th August*, 1912, *in the district, causing the pond to overflow, and a great volume of water which would have been carried off by the stream in its natural course without mischief poured down a highway into the town, and undermined and displaced a retaining wall the joint property of the respondent railways. In actions by the railway companies claiming damages, the corporation denied that the damage to the station was caused by the overflowing of the pond, and pleaded that the extraordinary rainfall was a* damnum fatale *for the consequences of which they were not liable.*

Held, that a person who interferes with the alveus of a stream must so work as to make the proprietors or occupiers on a lower level as secure against injury by flooding as they would have been had the natural course of the stream not been interfered with. If the works substituted for the natural channel prove inadequate to carry off the water brought down even by extraordinary rainfall, he is liable. Such damage is not in the nature of damnum fatale, *but is the natural result of the obstruction of the water course followed by heavy rain.*

Kerr *v.* Earl of Orkney (1857, 20 *D.* 298) *applied.*

Nichols *v.* Marsland (1875, 6 *L. R.* 10 *Ex.* 255, 2 *Ex. D.* 1) *distinguished.*

Appeal by the Corporation of Greenock against decisions of the First Division of the Court of Session, affirming by a majority decisions of the Lord Ordinary (Lord Dewar). The circumstances that gave rise to the actions sufficiently appear in the head note. In the case of the Caledonian Railway Co. he awarded £4,136, and in that of the Glasgow and South-Western Railway Co. £900. These awards were respectively upheld by the full court of the Court of Sessions by a majority of 7 to 6, and 10 to 3.

THE HOUSE, having considered, dismissed the appeals.

Lord FINLAY, C., in stating the facts, said that the corporation not only diverted the stream known as the West Burn from its original V-shaped bed, but filled up a part of it with concrete in order to make the paddling-pond a uniform depth. They also altered the contour of the ground, and constructed a culvert, with the result that the valley down which the burn originally flowed was obliterated and the burn buried. The question of the liability incurred by any person who interfered with a natural water course was considered in the Court of Session in *Kerr* v. *Earl of Orkney* (20 D. 298). Lord Justice Clerk Hope stated the principle thus: "If a person chooses upon a stream to make a great operation for collecting and damning up the water for whatever purpose, he is bound, as the necessary condition of such an operation, to accomplish his object in such a way as to protect all persons lower down the stream from all danger." The same learned Judge, dealing with the nature of an extraordinary rainfall, said: "What shall be considered a *damnum fatale* in such a case I need not inquire, but of this I am very clear, that a great fall of rain and consequent accumulation and weight of water is not a *damnum fatale* which exempts the proprietor from liability for his operation, for it is against such accumulation and weight of water that he is bound to provide." That decision received the approval of this House when the Earl of Orkney's case came under consideration in *Tennent* v. *Earl of Glasgow* (1864, 2 M. 22). Lord Westbury defined a *damnum fatale* as one of those occurrences which did not involve any legal liability—"circumstances which no human forethought can provide against and of which human prudence is not bound to recognize the possibility, and which, when they do occur, therefore are calamities which do not involve the obligation of paying for the consequences that may result from them." In his lordship's opinion there was clearly a duty of anyone who interfered with the course of a stream to see that the works which he substituted for the channel provided by nature were adequate to carry off the water brought down even by an extraordinary rainfall, and as here damage resulted from the deficiency of the substitute which the corporation had provided for the alveus of the stream, they were liable in damages to the respondents. The plea that the flooding was a *damnum fatale* could not be raised, for such damage was not in the nature of *damnum fatale* at all, but was the direct result of the obstruction of a natural water course by the works followed by heavy rain. He moved that the appeal should be dismissed.

Lord DUNEDIN, in concurring, pointed out that there was no dispute that the appellants were responsible for the alteration of the bed of the stream which made what happened possible. The only question, therefore, was whether that responsibility in fact entailed a respon-

sibility in law. He agreed that the occurrence of an exceptionally heavy rainfall could not be pleaded as a *damnum fatale*.

Lord SHAW gave judgment to the like effect.

Lord PARKER said that on the facts he could find no valid reason for dissenting from the findings of the Lord Ordinary, and *Kerr* v. *Earl of Orkney* (approved by this House in *Tennent* v. *Earl of Glasgow*) was undoubtedly the governing authority. He did not understand that the Lord Justice Clerk in the former case intended to decide that the Scottish doctrine of *damnum fatale* could never have any application in cases such as that with which he was dealing, but merely that the facts before him disclosed no such *damnum*. If that were so, *Kerr's case* was not in conflict with the English authorities. *Rylands* v. *Fletcher* (L. R. 3 H. L. 330) saved the question whether the act of God might not have afforded a defence, and this question was answered in the affirmative in *Nichols* v. *Marsland* (L. R. 10 Ex. 255 and 2 Ex. Div. 1), in which the act of God had been established by the finding of the jury, though he had some doubt whether the finding was correct. With regard to *Fletcher* v. *Smith* (2 App. Cas. 781) it decided nothing, but he thought the House was inclined to accept the view of the law which had been taken in *Nichols' case*, though it was true that Lord Penzance's alternatives were not very clearly stated.

Lord WRENBURY also gave judgment, holding the appeal failed on both pleas. To construct a reservoir upon a man's land was a lawful act. To close or divert the natural line of flow of a stream so as to render it less efficient was not. It had never been held that in such a case there was not liability.—COUNSEL, for the appellants, *Constable*, K.C., and *C. H. Brown*; for the first respondent company, *Clyde*, K.C. (Lord Advocate and Dean of Faculty), *Hon. W. Watson*, K.C., and *Douglas Jamieson*; for the second respondents, *H. P. MacMillan*, K.C., and *Douglas Jamieson*. AGENTS, *John Kennedy*, W.S., for *Cumming & Duff*, W.S., Edinburgh; *Grahames & Co.*, for *Hope, Todd, & Kirk*, W.S., Edinburgh; *Sherwood & Co.*, for *Maclay, Murray, & Spens*, Glasgow, and *J. C. Brodie & Sons*, W.S., Edinburgh.

[Reported by ERSKINE REID, Barrister-at-Law.]

Court of Appeal.

MARSH *v.* POPE & PEARSON (LIM.). No. 2. 11th and 12th July.

WORKMEN'S COMPENSATION—WORKMAN SLIPPING AND FALLING ON RAILWAY LINE ON COLLIERY PREMISES—EXPOSURE TO PERIL ATTACHED TO WORKMAN'S PARTICULAR LOCATION—"ARISING OUT OF THE EMPLOYMENT"—WORKMEN'S COMPENSATION ACT, 1906 (6 ED. 7, c. 58), s. 1.

A lad on his way to his work got to a place on the colliery premises where he had to pass over some railway lines. It was a very dark morning, and he stumbled over the lines and received injury to his face. The road across the lines was one which anybody was free to go having business with the colliery, and the judge expressly found that in going to his work by this way he was exposed to no greater risk than other people, and that the injury was not specially or peculiarly incidental to his employment.

Held, that the lad could recover, as the accident was due to a peril of the place to which his employment had taken him.

Appeal by the applicant from a decision of the learned judge at Wakefield County Court. The applicant was a lad employed by the respondents at their colliery as a screen-boy. Early on the morning of 20th December, 1916, he left home, when it was quite dark, for his work. Part of the way was along a road which formed a part of the colliery premises, and he went along this road to get his check before going to his special work at the screens. He had to pass through a tunnel, and as he was emerging from it he stumbled over some cross-rails, and the fall severely injured his chin and jaw. He was laid up for two weeks, and claimed 16s. as lost wages. The county court judge found that the rails at the place where the lad slipped were properly packed, and that in crossing this place he was running no more risk of an accidental slip than a large majority of the general public had occasion to run; that it was not a risk specially or peculiarly incidental to the circumstances of the particular employment in which the applicant was engaged, and that therefore the accident did not arise "out of" as well as in the course of his employment. In his opinion the decision of the House of Lords (then only noted) in *Thom or Simpson* v. *Sinclair* (*ante*, p. 350; 1917, A. C. 127) was distinguishable, and did not assist the appellant.

SWINFEN EADY, L.J., in the course of his judgment, said the facts were not in dispute, although the learned judge had not accepted a considerable part of the applicant's evidence. He found that the applicant slipped and fell on the rails, and sustained injuries for which, if he was entitled to compensation, he awarded him the sum claimed. The boy's evidence with regard to the alleged defective condition of the rails suggested a case of negligence on the part of the colliery company. But the question of negligence did not enter into the case at all. The judge's finding, so far as it was a question of fact, was as follows: "I find that Marsh's accident was a personal accident, and did not arise out of the applicant's employment," and the appeal was brought upon the ground that in so finding the learned judge had misdirected himself upon the facts, and had come to a wrong conclusion in law as to the employers' liability. In *Dennis* v. *A. J. White & Co.* (61 S. J. 559; 1917, A. C. 479) Lord Finlay, C., at p. 488, said: "As regards the second ground, I think that the decision of the county court judge was in no sense a decision on a question of fact. No fact was in dispute, and the case did not depend on any inference of fact to be drawn from the facts admitted. The only question in the case was whether on the admitted facts the accident arose out of the employment. This is not a question of fact, but of law." That ruling was applicable to the present case. Upon the facts as admitted the question of law arose: Did the question arise out of as well as in the course of the boy's employment? The accident happened after he had left the public highway and passed on to the company's premises. It was due to a peril of the place to which his employment had taken him. Such cases as *Thom or Simpson* v. *Sinclair* (*supra*) and *Fearnley* v. *Bates & Northcliffe* (*Limited*) (*ante*, p. 506) establish that if a workman's employment compelled him to be at a particular place where the accident happened, the accident must be taken to arise out of the employment, although it was not being contributed to in any way by the nature of the employment. The facts proved shewed that the accident happened from a peril on his way to his work, and as it occurred on the private property of the colliery company questions which might arise had it arisen on a public road did not arise. It was his work that required him to go this way, and the company were liable.

BANKES and WARRINGTON, L.JJ., gave judgment to the same effect.—COUNSEL, for the appellant, *Sylvain Mayer*, K.C., and *H. T. Waddy*; for the respondent, *Rigby Swift*, K.C., and *J. A. Greene*. SOLICITORS, *Corbyn, Greener, & Cook*, for *Ruley & Sons*, Barnsley; *Vincent & Vincent*, for *Day & Yewdall*, Leeds.

[Reported by ERSKINE REID, Barrister-at-Law.]

High Court—Chancery Division.

***Re* KING. JACKSON *v.* THE ATTORNEY-GENERAL.** Younger, J. 13th and 24th July.

WILL—LEGACIES TO PERSONS IN TESTATOR'S SERVICE AT HIS DEATH—TESTATOR FOUND LUNATIC—SERVANTS ENGAGED BY COMMITTEE—ASSENT OF ATTORNEY-GENERAL TO COMPROMISE—ABSENCE OF CHARITABLE LEGATEES—EFFECT.

Where a testator was found lunatic by inquisition, servants engaged by his committee to have charge of his establishment under the authority of the master in lunacy are not entitled on his death to legacies under his will as persons in his service at his death.

Re Lawson (1914, 2 *Ch.* 682) *distinguished.*

The assent of the Attorney-General to the compromise of a probate action on behalf of charities is binding on those charities which are cited in the action and do not appear.

Ware *v.* Cumberlege (20 *Beav.* 503) *applied.*

Even if such assent was binding, the charity could not take advantage of the admission to probate of a testamentary instrument under the terms of the agreement and repudiate a compensating burden under the agreement.

This was an originating summons asking (*inter alia*) (1) whether the bequest to each person in the testator's service at his death took effect in favour of one Oldfield and the other servants engaged by him, and (2) whether the Primitive Methodist Chapel (and certain other charities, all of which had been cited in a probate action in respect of the estate of the deceased, but had not appeared) were entitled to their legacies under the sixth codicil in full, or whether they were bound by and must submit to the terms of the compromise made in their absence to which the Attorney-General was a party, and under which the sixth codicil was admitted to probate. The testator, by a codicil to his will dated 22nd January, 1908, which was admitted to probate under the terms of a compromise, left certain pecuniary legacies to servants then in his employment, and further bequeathed to each person in his service at his death a certain amount. By the same codicil he gave a number of legacies to charities, including the Primitive Methodist Chapel at Rochdale, and the residue of his estate upon trust for division among certain charitable institutions to be selected by his trustees. Shortly after the making of this codicil the testator was found lunatic by inquisition, and the official solicitor was appointed committee of his person. He was removed to Torquay to an establishment maintained for him by the authority of the master in lunacy, and one Oldfield was appointed to have charge of the establishment, with authority to engage other servants, several of whom he subsequently did engage. After the lunatic's death a probate action was commenced in which a defendant to this summons claimed as heir-at-law and sole next-of-kin that the Court should pronounce against the codicil, which had been preceded by five other codicils, and should pronounce for the will and the five earlier codicils, under which the residue, instead of going to the legatees to be chosen by the trustees, would be undisposed of. The Attorney-General was a party to the probate proceedings, and a citation among others was issued to the Primitive Methodist Chapel at Rochdale, but they did not appear. Ultimately a compromise of the proceedings was arrived at, and signed by the Attorney-General and the other counsel representing the parties, and under this compromise the sixth codicil was admitted to probate on certain terms, and incidentally one of the terms was that the beneficiaries under the sixth codicil were to relinquish a portion of their legacies in favour of the plaintiff. The charitable

legatees were informed of the compromise at once, and made no complaint until the present proceedings. *Cur. adv. vult.*

YOUNGER, J., in the course of a long, considered judgment, and after stating the facts, said: Oldfield and the other servants were in the service either of the committee of the person or of the Court, and not in the service of the testator within the true meaning of the codicil, and this case is distinguishable from the case of *Re Lawson* (*supra*) in this respect. The bequest accordingly fails. With regard to the charities, the assent of the Attorney-General to the compromise has been given on their behalf, and applying the most authoritative statement as to the position of the Attorney-General in such matters which was made by the Master of the Rolls (Lord Romilly) in the case of *Ware* v. *Cumberlege* (1855, 20 Beav. 503), I hold the compromise binding on them. But even assuming that the charitable legatees are not bound by the Attorney-General's consent, yet they claim to stand by the probate of the sixth codicil, not to have it set aside, and inasmuch as that codicil is only admitted to probate as a part of the compromise, they must, if they wish not to recall the probate but to take that advantage of the agreement, also bear their assigned portion of the burden of it.—COUNSEL, *Stamp; H. Terrell*, K.C., and *Percy Wheeler; Owen Thompson; Austen-Cartmell*. SOLICITORS, *Hargreaves & Crowthers*, for *Johnson & Tilly*, Lancaster; *G. & G. Keith; Mann & Crimp*, for *Kitsons, Hutchings, Easterbrook, & Co.*, Torquay; *Treasury Solicitor*.

[Reported by L. M. MAY, Barrister-at-Law.]

New Orders, &c.

Changes in County Court Districts.

The following Orders in Council have been made:—

CORNWALL.

It is hereby ordered, that the District of the County Court of Cornwall held at Falmouth, and the District of the County Court of Cornwall held at Truro, shall be consolidated under the name of the County Court of Cornwall held at Falmouth and Truro, and a Court shall be held in that District at Falmouth and Truro.

This Order shall have effect as from the 1st day of November, 1917.

24th September.

It is hereby ordered, that from and after the 1st day of November, 1917, the Parish of Constantine shall be transferred from the District of the County Court of Cornwall now held at Falmouth to the District of the County Court of Cornwall held at Helston.

24th September.

HERTFORDSHIRE.

It is hereby ordered, that the District of the County Court of Hertfordshire held at Barnet, and the District of the County Court of Hertfordshire held at St. Albans, shall be consolidated under the name of the County Court of Hertfordshire held at Barnet and St. Albans, and a Court shall be held in that District, at Barnet and St. Albans.

This Order shall have effect as from the 1st day of October, 1917.

24th September.

MARYLEBONE

It is hereby ordered, that from and after the 1st day of October, 1917, so much of the Parish of Hendon as lies between the present boundary of the Marylebone County Court District on the south and west, the centre of the Finchley Road on the east, and on the north a line drawn in a north-easterly direction from Watling Street at a point just north of the Welsh Harp Hotel and following the northern boundary of the Brent Reservoir and of the River Brent to the point where that river reaches the boundary of the Parish of Finchley and thence in an easterly direction along the boundary of the Parish of Finchley to the centre of the Finchley Road, shall be transferred from the District of the County Court of Hertfordshire now held at Barnet to the District of the County Court of Middlesex held at Marylebone; and so much of the said Parish of Hendon as lies between the present boundary of the Bloomsbury Court District to the south and east, the centre of the Finchley Road to the west, and the North End Road to the north, including the whole of the portion of the North End Road between the present Bloomsbury District Boundary and the Junction of the North End Road with the Finchley Road, shall be transferred from the District of the County Court of Hertfordshire now held at Barnet to the District of the County Court of Middlesex now held at Bloomsbury.

24th September.

LINCOLNSHIRE.

It is hereby ordered, that the District of the County Court of Lincolnshire held at Horncastle, and the District of the County Court of Lincolnshire held at Lincoln, shall be consolidated under the name of the County Court of Lincolnshire held at Horncastle and Lincoln, and a Court shall be held in that District at Horncastle and Lincoln.

This Order shall have effect as from the 1st day of November, 1917.

24th September.

War Orders and Proclamations, &c.

The *London Gazette* of 12th October contains the following:—

1. An Order in Council, dated 12th October, varying the Statutory List under the Trading with the Enemy (Extension of Powers) Act, 1916. Additions are made as follows:—Argentina, Paraguay and Uruguay (10); Bolivia (2); Chile (3); Netherlands (3); Netherland East Indies (5); Norway (2); Peru (5); Spain (8); Sweden (1); Venezuela (1). There are also a number of removals from (24 in Portugal) and variations in the List. A List (The Consolidating List, No. 37A) consolidating all previous Lists revised to date and including the present amendments is issued concurrently with the Order. This Consolidating List contains all the names which up to this date are included in the Statutory List. The notices appended to the List include the following:—In order to minimise as far as possible any inconvenience which may be caused to British traders by the dislocation of export trade owing to the inclusion in the Statutory List of a former connection, the Foreign Trade Department is collecting and classifying the names of non-enemy firms who may be able to act as substitutes for firms mentioned in the Statutory List. A considerable amount of information is already available at the Foreign Trade Department, and it is in many cases possible to suggest the names of satisfactory substitutes without the necessity of referring the matter abroad. The Department is, however, prepared on application to enquire of His Majesty's Representatives abroad for the names of suitable substitutes. When the applicant wishes this done by telegraph he is required to undertake to pay the cost of telegraphic correspondence. It would greatly facilitate the work of the Foreign Trade Department if applicants in making enquiries would specify the particular trade or trades for which substitutes are required.

2. An Army Council Order, dated 11th October (printed below), relating to leather.

3. A Notice that the following Orders have been made by the Food Controller:—

The Cheese (Maximum Prices) Order (No. 2), 1st October, 1917.

The Potatoes (Postponement of Date) Order, 27th September, 1917.

The Butter (Maximum Prices) Order (No. 3), 2nd October, 1917.

The Wheat (Channel Islands and Isle of Man Export) Order, 1st October, 1917.

4. Three Admiralty Notices to Mariners, as follows:—

(1) No. 1,051 of the year 1917, dated 9th October (revising No. 929 of 1917, which is cancelled), relating to English Channel, North Sea Southern Portion, with Rivers Thames and Medway and Approaches. Pilotage and Traffic Regulations.

(2) No. 1,052 of the year 1917, dated 9th October, relating to England, East Coast. Thames Estuary and River Medway—Regulations with regard to Yachts and Pleasure Craft.

(3) No. 1,059 of the year 1917, dated 10th October, relating to Ireland, East Coast. Rosslare Approach—Light-Buoys established; Traffic Regulations; Whistle-Buoy withdrawn.

5. A Trinity House Byelaw, which came into force on 15th October, as follows:—

No pilot who holds the special Admiralty Deep Sea Certificate shall embark as pilot on any vessel, not being a British vessel, in the waters between Berwick and Flamborough Head unless he has been engaged through the Pilot Office at South Shields, or other authorized Agency, and any such pilot who embarks under an engagement obtained otherwise than as aforesaid shall be deemed to have committed a breach of this Byelaw.

The Byelaw is made under the Defence of the Realm Regulations.

The *London Gazette* of 16th October contains the following:—

6. A Foreign Office (Foreign Trade Dept.) Notice, dated 16th October, that certain additions or corrections have been made to the list published as a supplement to the *London Gazette* of 17th August, 1917, of persons to whom articles to be exported to China may be consigned.

7. The Coal (Pit's Mouth) Prices Order, 1917, dated 12th October, made by the Board of Trade (printed below).

8. A Ministry of Munitions Order, dated 13th October (printed below), as to Compound Fertilisers.

9. An Army Council Order, dated 11th October (printed below), as to Surplus Leather.

10. A Notice that the following Order has been made by the Food Controller:—

The Horses (Rationing) Order, No. 2, dated 26th September, 1917.

11. An Admiralty Notice to Mariners, No. 1,074 of the year 1917, dated 13th October, relating to England, West Coast—River Mersey. Port of Liverpool—Prohibited Anchorage.

We also print below:—

12. The Bread (Use of Potatoes) Order, 1915, dated 5th October, 1917.

13. A General Licence, dated 10th October, 1917, under the Dried Fruits (Restriction) Order, 1917.

Registry of Government Ships.

ORDER IN COUNCIL.

Whereas by Section 80 of the Merchant Shipping Act, 1906, power is given to His Majesty, by Order in Council, to make Regulations as to the manner in which Government Ships may be registered as British Ships under the Merchant Shipping Acts:

And whereas by the said Section it is provided that those Acts shall, subject to any exceptions or modifications which may be made by Order in Council, either generally or as respects any special class of such Ships, apply to such Ships when registered in accordance with such Regulations:

And whereas the provisions of Section 1 of the Rules Publication Act, 1893, have been complied with:

Now, therefore, His Majesty, by virtue of the powers in this behalf by the said Act, or otherwise, in Him vested, is pleased, by and with the advice of His Privy Council, to order, and it is hereby ordered, that the following Regulations shall have effect as regards any Government Ships in the service of the Shipping Controller:—

1. An application for registry of a Government Ship in the service of the Shipping Controller shall be made in writing under the hand of the Secretary to the Ministry of Shipping. Such application shall contain the following particulars:—

(1) A statement of the name and description of the Ship.
(2) A statement of the time when, and place where, the Ship was built; or, if the Ship was foreign built, and the time and place of building are unknown, a statement to that effect, and of her foreign name.
(3) A statement of the nature of the title to the said Ship, whether by original construction by or for the Shipping Controller, or by purchase, capture, condemnation, or otherwise, and a list of the documents of title, if any, in case she was not originally constructed by or for the Shipping Controller.
(4) A statement of the name of the Master.

2. The Registrar, on receiving such application in respect of a Government Ship in the service of the Shipping Controller, shall:—

(1) enter the Ship in the Register Book as belonging to "His Majesty, represented by the Shipping Controller," and shall also enter therein:—
(2) the name of the port to which she belongs:
(3) the particulars stated in the application for registration;
(4) the details comprised in the Surveyor's Certificate.

3. On the registry of a Government Ship in the service of the Shipping Controller the Registrar shall retain in his possession the Surveyor's Certificate and the application for registry, and any documents of title mentioned in such application.

4. Upon the transfer of a registered Government Ship in the service of the Shipping Controller by Bill of Sale the Shipping Controller shall be the transferor, and the Bill of Sale shall be in Form A in the proper form prescribed under the Principal Act, omitting the covenant therein contained. Any such Bill of Sale shall be signed by the Secretary to the Ministry of Shipping on behalf of the Shipping Controller.

5. The application for a Certificate of Sale referred to in Sections 39 to 42 and Sections 44 to 46 of the Principal Act, may be made in respect of a Government Ship in the service of the Shipping Controller by the Secretary to the Ministry of Shipping on his behalf.

6. The person to whom the management of any Government Ship in the service of the Shipping Controller is entrusted by the Shipping Controller shall be registered as provided by Section 59 (2) of the Principal Act.

7. Government Ships in the service of the Shipping Controller registered in pursuance of the provisions of this Order in Council are hereby excluded from the category of Ships belonging to His Majesty within the meaning of Sections 557 to 564 of the Principal Act.

8. Where any Section of the Merchant Shipping Acts which, by virtue of the Merchant Shipping Act, 1906, and this Order in Council, is applicable to Government Ships in the service of the Shipping Controller imposes any duty or liability or confers any right or power upon or contemplates any act being performed by the owner of a Ship such duty, liability, right or power shall, subject always to the other provisions of this Order in Council, be carried out, borne, or exercised by the Shipping Controller on behalf of His Majesty.

9. In this Order in Council the term Merchant Shipping Acts shall mean and include any of the Merchant Shipping Acts, any provision of which is by virtue of the Merchant Shipping Act, 1906, and this Order, applicable to Government Ships.

10. Section 1 and Sections 8 to 12 of the Merchant Shipping Act, 1894, shall not apply to Government Ships in the service of the Shipping Controller registered in pursuance of the provisions of this Order in Council. Provided always that no provision of the Merchant Shipping Acts which, according to a reasonable construction, would not apply in the case of Government Ships in the service of the Shipping Controller shall be deemed to apply to such Ships by reason only that its application is not hereby expressly excluded.

29th September.

Board of Trade Order.

THE COAL (PIT'S MOUTH) PRICES ORDER, 1917.

By virtue of the powers vested in them, the Board of Trade, deeming it expedient to take further steps for regulating the supply of coal, and being satisfied that special circumstances affect the Coal Mines in the United Kingdom, hereby order as follows:—

1. *Pit's Mouth Prices.*]—As from the dates hereafter mentioned the price of coal sold or offered for sale at the pit's mouth directly or indirectly by the owner of the mine or on his behalf for use in the United Kingdom shall be a price exceeding by nine shillings in the case of mines in the South Wales and Monmouthshire and Forest of Dean district and six shillings and sixpence in other cases, or such lower sum as may be fixed by the Controller of Coal Mines in any particular case, the price of coal of the same description, sold in similar quantities, and under similar conditions affecting the sale at the pit's mouth at the same coal mine on the corresponding date (or as near thereto, as having regard to the course of business, may be practicable) in the twelve months ended the thirtieth day of June, nineteen hundred and fourteen.

2. *Scope of Order.*]—These prices shall be charged on all such coal despatched from the colliery on and after the 15th October in the case of coal for household and domestic consumption, and on and after the 17th September in the case of coal for other purposes.

3. *Consequential Increase of Price.*]—Where in consequence of this Order the price paid or to be paid by any person to whom coal is or has been sold is increased, the price paid or to be paid by any person to whom coal is or has been sold, in pursuance of any subsidiary contract, shall be increased by the same amount.

4. *Title.*]—This Order may be cited as the Coal (Pit's Mouth) Prices Order, 1917.

12th October.

Ministry of Munitions Order.

COMPOUND FERTILISERS.

The Minister of Munitions, in exercise of the powers conferred upon him by the Defence of the Realm Regulations and of all other powers enabling him, hereby orders as follows:—

1. *Commencement.*]—This Order shall take effect as on and from the 17th October, 1917.

2. *Maximum Prices.*]—For the purposes of this Order the maximum prices for Compound Fertilisers shall be as follows:—

(*a*) In the case of sales for delivery free on rail, cart, barge or ship at maker's works, the basis price for Compound Fertilisers of the description sold or purchased to be arrived at as provided in Clause 6 of this Order with the addition of a charge for mixing or compounding, bags and bagging, not exceeding 22s. 6d. per ton.

(*b*) In the case of sales for delivery elsewhere than at maker's works the maximum prices authorised under paragraph (*a*) with the following additions, namely:—

(i) In the case of sales for delivery ex vendor's store or shop or ex warehouse, the following extra distribution charges according to the quantity of Fertiliser included in the sale, namely.—

Quantity sold.	*Additional price authorised.*
4 tons and over	... 5/- per ton.
1 ton and over, but less than 4 tons ...	... 10/- per ton.
2 cwts. and over, but less than 1 ton ...	... 1/- per cwt.
1 cwt. and over, but less than 2 cwts. ...	... 1/6 per cwt.
Less than 1 cwt.	... 2/- per cwt.

(ii) In the case of sales for delivery ex railway goods yard or public wharf, an extra distribution charge at the rate of 2s. 6d. per ton of Fertiliser included in the sale.

(iii) In the case of all sales for delivery elsewhere than at maker's works all costs of transport of the Fertiliser from maker's works to place of delivery, any cartage or haulage to be charged at local rates.

3. *Merchants' Discounts.*]—On sales of two tons and upwards by makers to Agricultural Merchants and Dealers or to Co-operative Companies and Societies incorporated or registered under the Industrial and Provident Societies Acts or any other Act the maximum prices fixed by Clause 2 of this Order shall be reduced by a discount or allowance to the purchaser, such discount to be 5s. per ton where the maximum price of the Fertiliser (after deduction of such discount) is less than £6 per ton, and 7s. 6d. per ton where the maximum price (after deduction of a 5s. discount) is £6 per ton or upwards.

4. *Extra Charge for Credit.*]—The maximum prices fixed by this Order are net prompt cash prices for Compound Fertiliser in maker's or vendor's bags or other packages. Where credit is given to the purchaser a reasonable extra charge may be made, provided that the discount allowed for net prompt cash is quoted on the invoice, and is such as to bring the net prompt cash price within the maximum authorised. If purchaser's bags or other packages are used a reasonable allowance shall be made. Where one ton or upwards of Fertiliser is sold for delivery in bags containing not more than 1 cwt. each an extra charge of 5s. per ton may be made beyond the maximum price which would otherwise have been authorised.

5. *Periods.*]—The maximum prices fixed by the foregoing provisions of this Order are for sales of Fertilisers for delivery during December, 1917. In the case of sales of Fertilisers for delivery during other months, the maximum prices are in each case to be reduced or increased 1s. per ton per month, according as the month for delivery precedes or is subsequent to December, 1917, but with a maximum increase of 5s. per ton, *e.g.*, the maximum prices for sales for October, 1917, delivery will be 2s. less per ton, while the maximum prices for sales for May and June, 1918, delivery will be 5s. more per ton than the maximum prices fixed as above for sales for December, 1917, deliveries.

6. *Calculation of Basis Price.*]—For the purpose of Clauses 2 and 7 of this Order the basis price for any Compound Fertiliser shall be the aggregate value of the Nitrogen Phosphates and Potash contained in the Fertiliser when valued at the respective unit rates specified in the First Schedule hereto, and distinguishing in the case of Nitrogen between the two classes of Nitrogen, and in the case of Phosphates between the different descriptions of Phosphates, also specified in the First Schedule. In arriving at such basis price nothing shall be allowed or added for the value of any constituents other than Nitrogen, Phosphates and Potash contained in the Fertiliser.

7. *Invoices.*]—As on and from the date on which this Order takes effect no person shall sell any Compound Fertiliser without giving to the purchaser on or before or as soon as possible after delivery an invoice stating—

(*a*) The percentage contained in such Compound Fertiliser of each of the following constituents contained therein, namely: (i.) Class I. Nitrogen, (ii.) Class II. Nitrogen, (iii.) Water soluble Phosphate, (iv.) Citric soluble Phosphate, (v.) Insoluble Phosphate, and (vi.) Soluble Potash, all as more particularly defined in the First Schedule hereto (such percentages to be stated accurately in the case of each constituent within the limits of error specified in the Second Schedule hereto);

(*b*) The maximum unit rates authorised to be charged for each of such constituents as specified in the First Schedule hereto;

(*c*) The basis price for such Fertiliser, in which may, however, be included any charge made for credit;

(*d*) All additions made to such basis price in arriving at the actual price charged for such Fertiliser (including the maker's charge, not exceeding 22s. 6d. per ton, for mixing and compounding, bags and bagging); and

(*e*) The price charged for the Fertiliser, and where such price includes an extra charge for credit, the discount allowed for net prompt cash.

8. *Exceptions.*]—The foregoing provisions of this Order shall not apply to any sale of Compound Fertiliser for export from the United Kingdom, nor to any sale of any quantity of Compound Fertiliser not exceeding 28 lbs., nor to any sale of Compound Fertiliser in quantities exceeding 28 lbs. where such Fertiliser is sold for horticultural purposes packed in special bags, tins, boxes or cartons, each branded or marked with the maker's or vendor's name and address, and the words "Horticultural Fertiliser," and containing not more than 28 lbs. But save as aforesaid no person shall as on and from the date on which this Order takes effect sell or purchase or offer to sell or purchase any Compound Fertiliser at a price exceeding that prescribed by this Order as the maximum price (having regard to quantity, composition, packages, date for and terms of delivery) for such sale. Provided that no person shall be liable to conviction for:—

(*a*) Selling a Compound Fertiliser at a price in excess of the maximum price prescribed by this Order if the invoice given to the purchaser, as required by Clause 7 of this Order, states accurately within the limits of error allowed by that clause the percentages of the different constituents therein referred to contained in the Fertiliser sold, and the price charged and stated on such invoice does not exceed the correct maximum price on the basis that the percentages stated in such invoice are correct, or

(*b*) Purchasing any Compound Fertiliser at a price exceeding the maximum price, unless the price agreed to be paid by him is to his knowledge in excess of the maximum price authorized for such purchase.

9. *Returns.*]—All persons engaged in producing, making, selling, distributing or storing Compound Fertilisers shall make such returns with regard to their businesses, and shall verify the same in such manner (including production of their books to any accredited representatives of the Minister of Munitions) as shall from time to time be required by or under the authority of the Minister of Munitions.

10. *Definitions.*] For the purpose of this Order and the Schedules hereto, the following expressions shall have the following meanings:—

The Act shall mean the Fertilisers and Feeding Stuffs Act, 1906.

The Regulations shall mean the Fertilisers and Feeding Stuffs (Methods of Analysis) Regulations, 1908.

Potash shall mean compounds of Potassium calculated as Potassium Oxide soluble in water or acid as provided by the Regulations.

Unit shall mean 1 per cent. by weight in one ton of Compound Fertiliser.

Compound Fertiliser shall mean any Fertiliser or substance sold for use

as a Fertiliser of which the ingredients are or contain Nitrogen, Phosphates and Potash or any two of these constituents, and in which either such constituents have been brought together or the percentage of any one or more of them has been increased or reduced by artificial mixing, but shall not include any substance containing in the natural state two or all of the said constituents, or any Fertiliser made by dissolving or treating any such natural substance without any such artificial mixing as aforesaid.

Maker shall mean a Mixer or Compounder of Compound Fertilisers.

11. *Sale of Separate Fertilisers.*]—The provisions of this Order shall not apply to a sale by a maker to a consumer of two or more Fertilisers or substances neither of which is by itself a Compound Fertiliser as above defined, notwithstanding that it is one of the terms of the purchase that the Fertilisers or substances purchased are to be artificially mixed or compounded by the maker before delivery, provided that an invoice is given to the consumer on or before or as soon as possible after delivery which states the quantity and price of each of the Fertilisers or substances included in the mixture or compound as delivered, and the charge made for mixing or compounding, bags and bagging.

12. *Saving.*]—Nothing contained in this Order shall be held to vary or supersede any of the provisions of the Act or any Regulations made thereunder or to exempt any person from compliance with any of the provisions or requirements of such Act or Regulations applicable to sales or purchases of Compound Fertilisers.

Note.—All applications in reference to this Order should be addressed to the Director of Acid Supplies, Ministry of Munitions, Department of Explosives Supply, Storey's Gate, Westminster, S.W. 1, and marked "Fertilisers."

THE FIRST SCHEDULE.

[*Contains Unit Rates of Nitrogen, Phosphates and Potash for the purpose of Clauses 2 and 6 of the above Order.*]

THE SECOND SCHEDULE.

[*Limits of error referred to in Clauses 7 and 8 of the above Order.*]

Army Council Orders.

LEATHER.

In pursuance of the powers conferred upon them by the Defence of the Realm Regulations, notice is hereby given that it is the intention of the Army Council to take possession of all Leather that may be imported into the United Kingdom at any time after the date hereof.

If after this notice any person having any such Leather in his control without the consent of the Army Council sells, removes or secretes it, or deals with it in any way contrary to any licence that may have been granted by the Army Council in respect thereof, he shall be guilty of an offence against the said Regulations.

And it is hereby ordered that no person shall, without a permit issued by or on behalf of the Director of Raw Materials, make or take delivery of or payment for any such Leather as aforesaid in pursuance of any agreement entered into on or subsequently to the 3rd day of October, 1917.

11th October.

SURPLUS LEATHER.

In pursuance of the powers conferred upon them by the Defence of the Realm Regulations, the Army Council hereby order as follows:—

Where any manufacturer of boots or shoes has obtained delivery of any leather in pursuance of a guarantee by such manufacturer that he has an order from the Director of Navy Contracts or the Director of Army Contracts or the Director of Raw Materials, or the Minister of Munitions for certain goods, and where any surplus of such leather remains after the performance of such contract, the said surplus of leather shall not, without a permit issued by or on behalf of the Director of Raw Materials, be sold, removed or put into manufacture for any purpose other than the production of Naval or Military boots, or of any other articles approved by or on behalf of the Director of Raw Materials.

11th October.

Food Control Orders.

THE BREAD (USE OF POTATOES) ORDER, 1917.

In exercise of the powers conferred upon him by the Defence of the Realm Regulations and of all other powers enabling him in that behalf, the Food Controller hereby orders as follows:—

1. *Potatoes may be used in making bread.*]—It shall be lawful for any person in the manufacture of bread to add to and to mix with the ingredients thereof before baking any quantity of potatoes not exceeding the maximum quantity hereinafter specified, and any potatoes so added not exceeding the quantity aforesaid shall for the purpose of any statute be deemed to have been wheaten flour.

2. *Limit of quantity.*]—The maximum quantity of potatoes that may be so added in the manufacture of any bread for sale shall be one pound of potatoes for every seven pounds of flour used in the manufacture of the bread, or such other quantity as the Food Controller may from time to time direct.

3. *Title.*]—This Order may be cited as The Bread (Use of Potatoes) Order, 1917.

5th October.

The Local Government Board by arrangement with the Food Controller hereby determine that the provisions of the Local Authorities (Food Control) Order (No. 1), 1917, shall apply to the above Order of the Food Controller as if that Order were mentioned in Column 1 and the whole of that Order were mentioned in Column 2 of the Schedule to the Local Authorities (Food Control) Order (No. 1), 1917.

8th October.

With the concurrence of the Secretary for Scotland the Food Controller orders that the Local Authorities (Food Control) (Scotland) Order, 1917, shall apply to the above Order.

By Order of the Food Controller.
W. H. BEVERIDGE,
Second Secretary to the Ministry of Food.

THE DRIED FRUITS (RESTRICTION) ORDER, 1917.

General Licence.

The Food Controller hereby authorizes all persons until further notice, to buy, sell and deal in Tunis and Egyptian Dates outside the United Kingdom.

By Order of the Food Controller.
W. H. BEVERIDGE,
Second Secretary to the Ministry of Food.

10th October.

Passports for the United States.

The following statement has been placed at the disposal of the Press at the request of the American Consul-General in London:—

Instructions have been issued by the Secretary of State at Washington modifying the regulations until now effective with regard to persons proceeding to the United States during the war. Under the new regulations all persons about to journey to the United States must carry passports or other official documents in the nature of passports establishing his or her identity and nationality, having attached a signed and certified photograph of the bearer, and have them verified or viséd by American Consular officers in the country from which they start upon their journey not more than two weeks before the time of their departure, as well as in the country from which they embark or from which they enter the United States if they go by land.

Documents of identification may include a wife, female children under twenty-one years of age, or male children under sixteen years of age, the photographs of each being attached. Boys over sixteen years of age must have separate passports.

Each passport of an alien must be viséd by an American Consul in the country from which the holder first starts upon his trip with the intention of proceeding to the United States, and also in the country from which he embarks for the United States.

Every alien proceeding to the United States, except when starting from Canada, must make a written declaration in triplicate executed under oath before the Consular officer, and photographs of the bearer and of the persons accompanying him must be affixed to each copy of such declaration. Accordingly all persons who submit their papers for

verification must be provided with three copies of an unmounted passport photograph.

Circulars containing the terms of the exclusion provisions of section 3 of the Immigration Act of 5th February, 1917, can be obtained upon application at any American Consulate in the United Kingdom.

Persons proceeding to the United States from London should submit their documents of identification at the American Consulate-General, 18, Cavendish-square, W., between the hours of 10 a.m. and 12.45 p.m. or 2 p.m. and 3.45 p.m., except Saturdays, when the hours are from 9 a.m. to 12.45 p.m.

Russian Tribunal in London.

Mr. Bettesworth Piggott, at the House of Commons Tribunal on Monday, announced that the first sitting of the appeal tribunals for Russian subjects, of which he is chairman, will be held on 24th October. The tribunal will be divided into three sections—the City of London Committee at the Central Criminal Court, the Westminster Committee at Caxton Hall, and the Stepney Committee at Limehouse Town Hall.

Societies.

Belgian Lawyers Relief Fund.

	£	s.	d.
Amount previously notified	934	18	6
The following further donations are gratefully acknowledged :—			
Wigan Belgian Refugees Committee, per W. H. Tyrer, Esq., Town Clerk	5	0	0
R. B. Drewett, Esq.	1	1	0
Master Tanner (second donation)	1	1	0
Anonymous	1	0	0
	£943	0	6

The Blockade and Economic Pressure.

Lord Robert Cecil, who has just returned from a visit to the British front, said in conversation with a representative of Reuter's Agency :—Austria, Turkey, Bulgaria, and even Germany itself are kept at war by Kaiserism, by the military caste, backed by the classes who get rich on war, the vultures of commerce and industry. The military caste we must convince by arms, but the industrial and commercial vultures we must attack in their pockets. We must show them that war is not a paying business. Blockade by itself will not do that. We must go further and cut off their sources of wealth as far as we can. We must cut off their overseas branches in the Far East, in parts of South America, and elsewhere. We welcome the United States Trading with the Enemy Act, which is admirably designed to carry on economic pressure. People cannot carry on operations without financial assistance from outside. Without finance they lose credit, and without credit they are done. Acting together our financial strength is enormous.

The Retirement of Mr. Registrar Brougham.

At the London Bankruptcy Court on Tuesday, says the *Times*, Mr. Registrar Hope referred to the recent retirement of Mr. Registrar Brougham, at the age of ninety-one, from the post of Senior Registrar in Bankruptcy.

Mr. Registrar Hope, who was accompanied by Mr. Registrar Mellor and Mr. Registrar Francke, said that he thought that it would be fitting to send a message of good-will to Mr. Brougham on his retirement. Mr. Brougham's record as an official was unique, at any rate in this generation. On 11th April, 1845, he was appointed Lord Chancellor's secretary in bankruptcy; on 7th August, 1848, he became a registrar in bankruptcy in the Liverpool Court; and on 27th March, 1862, he was appointed a registrar in that Court. Thus he had had seventy-two and a half years of continuous service, and had been a registrar for just over sixty-nine years. He was called to the Bar in 1850, six months later than Lord Halsbury, and there were now only five names in the Law List of barristers who received earlier calls than Mr. Brougham. All who served under Mr. Brougham had found him a kind and considerate chief and friend, and he asked them to join in wishing him health, strength and happiness in his retirement.

Mr. E. W. Hansell, on behalf of the barristers practising in the court, said that they concurred in wishing that the years remaining to Mr. Brougham might be happy.

The Common Serjeant's Farewell.

At the Central Criminal Court last Saturday, says the *Times*, Sir Albert Bosanquet, K.C., who has resigned the office of Common Serjeant, which he has held for over seventeen years, bade formal farewell to the Commissioners of the Court and to the Bar. There were present on the Bench the Lord Mayor, Mr. Justice Shearman, the Recorder, Judge Atherley-Jones, and Judge Rentoul. Counsel included Mr. Hawke, K.C., Mr. R. D. Muir, and Sir Archibald Bodkin. Sir Charles Mathews, Director of Public Prosecutions, was also present.

The Recorder said that Sir Albert Bosanquet's great knowledge of commercial law was highly appreciated by the citizens of London, and his legal attainments were much valued by the other law officers of the Corporation. They all desired to express their great regret at his departure and their sincere hope that he might be spared many years to enjoy his well-earned leisure.

The Lord Mayor associated himself with the remarks of the Recorder, and spoke of the great respect in which Sir A. Bosanquet's name was held.

Mr. Muir, on behalf of the Bar, said that Sir A. Bosanquet's knowledge of the principles and practice of the criminal law was unsurpassed. He had effected many improvements in the practice of the Court. The practice at first was, in fraud cases, to join together many apparently incompatible subjects. He remembered one long indictment which charged several persons with a number of offences, ranging from obtaining possession of houses by false pretences to the fraudulent misappropriation of ducks. The opinion which Sir A. Bosanquet expressed during the hearing of the case caused them to simplify indictments in fraud cases and rigidly to ban ducks in connection with the taking of houses.

Sir A. Bosanquet, replying, said that when he received his appointment a newspaper, in giving reasons why the appointment was an improper one, dwelt on the fact that the person then taking on himself the office of Common Serjeant was a man of exceeding dullness, who had never made a jest. On the Bench scarcely ever had a jest escaped his mouth. The strain on one's faculties in trying to arrive at a right solution of a problem and the overwhelming responsibility of acting as judge in other men's cases seemed almost to remove from one's mind the temptation to jest in a Court of justice.

The Work of the City Tribunal.

Sir T. Vezey Strong, chairman of the City of London Tribunal, has addressed a letter to Mr. Hayes Fisher, the President of the Local Government Board, the first part of which is as follows :—

Sir,—As chairman of the City of London Tribunal I had the honour of reporting to your predecessor, the Hon. Walter Long, M.P., in September last year on the work then accomplished by my tribunal, and it has occurred to me that it will be of interest to you, and probably to the public generally, that I should now bring this information up to date, by indicating present figures which will show the enormous volume of work now nearly completed.

Up to the 15th of last month we had lodged with us no less than 102,848 claims, and, during the same period, have dealt with and given awards in 97,128 cases, leaving 5,720 still to be dealt with, and on which we are now engaged. The taking away of men from their civil employments has necessarily imposed very serious inconvenience on all business houses, etc., in the City, and has been of a growing nature as more and more men have been sent into the Army, and yet I am pleased to be able to report that only 4,954 appeals have been lodged against the decisions arrived at, and out of these appeals when heard by the appeal tribunal, only 1,971 have received additional postponement from the appeal tribunal, many of these being on new evidence which had arisen since my tribunal heard the cases. This important and extensive work could not have been accomplished without the cordial assistance of all concerned.

My tribunal have sat daily from 11 am. until as late as 7 or 8 o'clock in the evening, sometimes four sections sitting separately at the same time. Altogether, we have had no less than 457 whole day sittings, and it will be readily understood that the preparation of the work and the carrying out of all administrative details has been a task of great magnitude, the Common Council having generously placed at the disposal of the tribunal both staff, office, and committee-room accommodation gratuitously, together with the services of the town clerk. The

work itself has been entrusted to and carried out by the staff of the Valuation and Rating Department, at Guildhall, whose chief officer, Mr. G. C. James, has been invaluable as the principal administrator.

Bureaucratic Control.

Sir Harcourt E. Clare, clerk of the peace and clerk to the Lancashire County Council, was, says the *Manchester Guardian*, presented at Preston on the 11th inst. with his portrait, painted by Mr. W. Llewellyn, A.R.A. The presentation was made by Sir William Scott Barrett, chairman of the County Council.

Sir Harcourt Clare, in acknowledging the gift, uttered a warning against the growing power of Government departments over local authorities. The position practically was, he said, that, while the Government departments paid half the piper, they wanted to play the whole of the tune.

I venture to assert, he continued, that local government conducted by this Council will be far more effective and satisfying to the people and will produce better results than any government carried on by a body of officers in London, however experienced and earnest they may be. The control of centralised bureaucracy is the antithesis to this, and yet I do not believe one man in ten thousand in this country to-day appreciates the fact that the true principles of local administration in this country are being undermined and put out of gear by the gradual encroachment and influence of centralised bureaucracy in London. I think it would be wise for all who take an interest in local affairs seriously to consider this position before the evil gets too big for you to grapple with, and take the opportunity which we hope the termination of the war will give not only to check this development but to correct the evil where it already exists.

Obituary.

Mr. Edward Walter Haines.

Mr. EDWARD WALTER HAINES died on the 13th inst. at his residence, 100, Mayfield-road, Sanderstead, at the age of eighty-three. He was admitted in Michaelmas, 1866, and was a member of the firm of Messrs. Haines & Wedlake, of 10, Serjeant's-inn, Temple. Courteous and pleasing in manner, he will be much missed by his friends.

Mr. Ernest E. Lake.

Mr. ERNEST EDWARD LAKE, the late senior partner in the firm of Messrs. Tucker, Lake & Lyon, of 74, Great Russell-street, Bloomsbury-square, W.C. 1, died on 25th September. Mr. Lake was admitted in 1868, and only retired from the firm, through ill-health, on 1st September. He was for a period Mayor of Hampstead.

Qui ante diem periit,
Sed miles, sed pro patria.

Captain Arnold Pumphrey.

Captain ARNOLD PUMPHREY, D.S.O., Durham L.I., who was killed on 21st September, was the youngest son of T. E. Pumphrey, J.P., of Mayfield, Sunderland. Born in 1891, he was educated at Kendal and Bootham School, York. After leaving school he studied law, and became a solicitor. When war broke out he had just finished a year's further study in London, and he joined in August, 1914, the 1st London Rifle Brigade. He went out with them in the autumn of 1914, and spent the winter of 1914-15 in the trenches near Plug Street, being once wounded, but not severely. In April and May, 1915, he fought in the second battle of Ypres, being gassed and sent into hospital. In August, 1915, he obtained a commission in a service battalion of the Durham L.I., after having been offered a commission in his old regiment. He was promoted a lieutenant in the autumn of that year, and captain in the spring of 1916. He had the privilege of taking with him to the front in 1916 the men he had helped to train. He led them in September, 1916, being mentioned in despatches and awarded the D.S.O. for his services. Early last spring he was invalided home, but returned to his battalion in June, being for the time second in command. He went into action again on 31st July, and the colonel having been wounded, he again commanded the battalion in the field. He fought again on 20th and 21st September of this year, and was killed during the advance, at the head of his company.

Captain Leslie Arthur Crook.

Capt. LESLIE ARTHUR CROOK, of the 1st Queen's Royal West Surreys, was killed in action on the 25th September last. The son of Mr. Algernon Crook, he was educated at Cranleigh School and entered the office of his father's firm, then Crook, Milnes & Jones (now Hurd, Crook & Jones), of 4, King-street, Cheapside, London, where he was under articles at the outbreak of the war. Before the war he had joined the Queen's Westminsters, from which he exchanged into the Artists, where he was offered a commission, but declined. In 1914, on the outbreak of the war, he volunteered for foreign service. Almost immediately after going out he was pressed to take a commission again and for a long time refused, but afterwards accepted one. He was subsequently promoted, and obtained his captaincy in July last. He was three times wounded and was awarded the Military Cross early in this year for conspicuous bravery. His colonel writes that he was "one of the bravest men I have met and the regiment can ill afford his loss."

Second Lieutenant A. J. Chapman.

Second Lieutenant A. J. CHAPMAN, R.F.C., was the elder son of Mr. J. B. Chapman, Town Clerk of Burton-upon-Trent, and Mrs. Chapman. Educated at Hymers College, Hull, he was articled as a solicitor to Messrs. Drewry & Newbold, of Burton-upon-Trent, in 1913, and passed his intermediate law examination in the summer of 1914. On the outbreak of war he enlisted in the Public Schools Battalion of the Royal Fusiliers, and was in France from November, 1915, to April, 1916. He then came back to England, having been recommended for a commission, and received instruction as an infantry officer. He was, however, gazetted to the R.F.C., and after instruction was engaged on testing new machines. He left for the front on 13th June, and was engaged on patrol work, and several occasions took part in attacking the German infantry. He came home on leave on 1st September, arriving back at the front on the 17th. On the following morning he went out on patrol, and did not return. His commanding officer writes that "a message was received from a German aeroplane stating that Second Lieutenant A. J. Chapman was killed in an air fight near Cambrai on 18th September." He added: "Knowing your boy as I did, I can only say that he would have chosen no other death had he been given to choose, and I am sure that he died happily in that he gave his life for his country and for you. This message has come as a great blow to me and to his brother officers."

Corporal Alfred Miles.

Corporal ALFRED MILES, who was killed on 20th September, was until the outbreak of the war, a member of the staff of Messrs. Kennedy, Ponsonby, Ryde & Co., solicitors, of 45, Russell-square, London. When war was declared he volunteered for service. His company officer writes of him:—"His loss is deeply regretted by every one in the company,

and it will be very difficult to fill his place so efficiently as company clerk, which position he had filled so long. He has done splendid work for the company, and was always so thorough in his work and was very popular with everyone in the company." He had previously been wounded, in March, 1916.

Legal News.

Appointments.

Mr. ARTHUR CLAVELL SALTER, K.C., has been appointed to be one of the Justices of the High Court of Justice, King's Bench Division, in the room of the late Mr. Justice Low. The new Judge is 58 years of age. He is a graduate of London University. He was called to the Bar by the Middle Temple in 1885, and in 1904 he took silk. He has represented the Basingstoke Division in Parliament as a Unionist since 1906.

Mr. ALEXANDER ADAIR ROCHE, K.C., has been appointed to be one of the Justices of the High Court of Justice, King's Bench Division, in the room of Mr. Justice Ridley, who has resigned. Mr. Roche was called to the Bar by the Inner Temple in 1896, and he took silk in 1912.

Mr. HENRY FIELDING DICKENS, K.C., has been appointed Common Serjeant in succession to Sir Frederick Albert Bosanquet, K.C. The new Common Serjeant is the sixth son of Charles Dickens, and was called to the Bar by the Inner Temple in 1873. He was Recorder of Deal from 1883 to 1892, when he became Recorder of Maidstone. He was made K.C. in 1892.

The Lord Chancellor has appointed Mr. PAUL MORTIMER FRANCKE, Barrister-at-Law, to be a Registrar in Bankruptcy in the room of Mr. Registrar Brougham, resigned. Mr. Francke was called to the Bar by the Inner Temple in 1890, when he joined the Western Circuit. He was educated at Westminster School and at Trinity College, Oxford. He became counsel to the Board of Trade in bankruptcy matters in 1913, and for the last two years he has rendered valuable services as joint secretary of the Aliens Advisory Committee. He was for many years a valued reporter of bankruptcy cases for the *Weekly Reporter*, and since then for this journal.

The retirement of Mr. Arthur C. Proctor from the Official Receivership of the Macclesfield and Stockport County Court District—he has held the office since the passing of the Bankruptcy Act, 1883—has led to a redistribution of the bankruptcy business of these Courts, Stockport being attached to Manchester and Macclesfield to Hanley, etc. This has been effected by the appointment of Mr. JOHN GRANT GIBSON, at present Official Receiver for the Bankruptcy Districts of the County Courts at Manchester, Salford, Ashton-under-Lyne and Stalybridge, and Bolton, to be Official Receiver for the Bankruptcy Districts of Manchester, Salford, Ashton-under-Lyne and Stalybridge, Bolton and Stockport, and of Mr. FREDERICK THOMAS HALCOMB, at present Official Receiver for the Bankruptcy Districts of Hanley, Nantwich and Crewe, Stafford and Stoke-upon-Trent, and Longton, to be Official Receiver for the Bankruptcy Districts of Hanley, Nantwich and Crewe, Stafford, Stoke-upon-Trent and Longton, and Macclesfield.

Mr. T. HOWARD DEIGHTON, C.C., Solicitor, of 90, Cannon-street, London, E.C., has been appointed by Mr. Sheriff Hepburn as his Under-Sheriff for the City of London during his year of office, 1917-1918.

Information Required.

Will the Solicitor who has the will of SOTTERO MARIO MARCHETTI, of 30, Sydney-street, S. Kensington, and 4, St. Mary Axe, Bank; also of Rome, Cesena, and S. Mamante, communicate at once with Miss L. I. Hudson, Arabian Lodge, Ryde, I.W.?

General.

Mr. Richard Francis Ball, of Theydon Copt, Epping, Essex, solicitor, has left estate of gross value £21,790.

Mr. Justice Sargant announced in Court on the 12th inst. that he was about to sit temporarily in the Court of Appeal, and would therefore be unable to undertake the interlocutory business of his own Court. His Lordship said that Mr. Justice Younger would take this work as follows:—Chamber business on Mondays, petitions and short causes on Tuesdays, and motions on Fridays. The Chamber summonses for Monday next would be dealt with on the following Monday.

In the House of Commons on Tuesday Mr. Macpherson, replying to Mr. Pringle, said:—Instructions are issued monthly by the Army Council that recruits of categories B 3 and C 3 will only be posted for service if they are suitable: (*a*) for clerical duties, (*b*) for employment as tradesmen, and provided they are physically fit to serve in such capacities. Instructions have been issued to ensure that men within the Army re-categorized B 3 or C 3 are only employed in duties which they are physically capable to perform.

Sir H. W. Worsley-Taylor, K.C., has resigned the chairmanship of Preston Quarter Sessions, over which he had presided since 1893. For many years he practised at the Parliamentary Bar, and at one time was member of Parliament for the Blackpool Division. The Bench passed a resolution in appreciation of his services. The retiring Chairman recalled changes which had taken place in the treatment of criminals, and mentioned the case of a youth of seventeen who, in 1879, was sentenced to transportation for life for the theft of some fowls.

The Judicial Committee of the Privy Council will resume its sittings on Tuesday at 10.30, when a list of thirty-three appeals will be proceeded with. This compares with a list of forty-two for the corresponding period of last year. The present list consists almost entirely of Indian and prize appeals—twenty of the former and seven of the latter. Of the remaining six appeals, Trinidad contributes two, and Canada, Newfoundland, Ceylon, and Hong Kong one each. There are six judgments awaiting delivery. Indian appeals will be heard first, and later the Board will sit in two divisions to dispose of those from the Prize Courts.

A special sitting of the Central Criminal Court was held at the Sessions House, Old Bailey, on the 12th inst., to fix the date of the sessions for the ensuing year. The Lord Mayor and the following judges were present:—Mr. Justice Bailhache, Mr. Justice Atkin, Mr. Justice Shearman and Mr. Justice McCardie. The Clerk of the Court (Mr. Herbert Austin) announced that the following dates had been appointed for the holding of the sessions:—1917: 13th November and 11th December. 1918: 8th January, 29th January, 26th February, 19th March, 23rd April, 28th May, 25th June, 22nd July, 10th September and 22nd October.

In the House of Commons on Tuesday Lord R. Cecil, answering Mr. King, said:—Two Orders in Council have been made under the Extension of Powers Act, 1915, prohibiting British trade with persons of enemy nationality or enemy association, and thirty-nine Orders had been issued under the provisions of the Act. No Order in Council affecting firms in the United States was made before July, 1916. Nine Orders had been issued placing eighty-five names on the Statutory List, but by the latest Order, which was issued on 27th April, all persons or bodies of persons in the United States of America were removed from the Statutory List.

At the Guildhall on Tuesday, at a meeting of the Court of Aldermen, over which Alderman Sir George Truscott presided, Mr. Henry Fielding Dickens, K.C., the new Common Serjeant of the City, was formally admitted to office, after taking the customary oaths. The Chairman congratulated Mr. Dickens on his appointment. Mr. Dickens said that no one knew better than he the loss the Court had sustained by the retirement of Sir Albert Bosanquet, who was a profound lawyer—a type we did not grow in these days. He would try to emulate Sir Albert in the great courtesy and patience he had shown in the discharge of his judicial duties and in his desire to see justice done.

At Malling, Kent, on Tuesday, says the *Times*, Alfred Smythe White, hop grower and farmer, of Yalding, appeared in answer to four summonses charging him with failing to reduce his hop acreage to one-half of his acreage in June, 1914. The prosecution stated that according to the defendant's own figures he had last August sixty acres in excess of 50 per cent. of his 1914 acreage. Mr. Wild, K.C., for the defence, explained that his client had entered into an agreement for the sale of his hops to a firm of brewers. Under that agreement he was compelled to keep his growth up to within 15 acres of his 1914 acreage. Counsel questioned the Government's right to compel the defendant to break the agreement with the brewers unless they put it in plain terms, which they did not do. The defendant was fined £50 on each of the four summonses. The magistrates also sentenced him to two months' imprisonment in the second division and ordered the defendant to pay 25 guineas costs, and required the forfeiture of the hops in respect of which the offences had been committed. Notice of appeal was given, and the defendant was admitted to bail.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Emergency Rota.	Appeal Court No. 1.	Mr. Justice Neville.	Mr. Justice Eve.
Monday Oct. 22	Mr. Leach	Mr. Goldschmidt	Mr. Borrer	Mr. Synge
Tuesday 23	Church	Leach	Goldschmidt	Bloxam
Wednesday .. 24	Farmer	Church	Leach	Borrer
Thursday 25	Jolly	Farmer	Church	Goldschmidt
Friday 26	Synge	Jolly	Farmer	Leach
Saturday 27	Bloxam	Synge	Jolly	Church

Date.	Mr. Justice Sargant.	Mr. Justice Astbury.	Mr. Justice Younger.	Mr. Justice Peterson.
Monday Oct. 22	Mr. Bloxam	Mr. Jolly	Mr. Farmer	Mr. Church
Tuesday 23	Borrer	Synge	Jolly	Farmer
Wednesday .. 24	Goldschmidt	Bloxam	Synge	Jolly
Thursday 25	Leach	Borrer	Bloxam	Synge
Friday 26	Church	Goldschmidt	Borrer	Bloxam
Saturday 27	Farmer	Leach	Goldschmidt	Borrer

Bankruptcy Notices.

London Gazette—TUESDAY, Oct 9.

ADJUDICATIONS.

BRITTON, ERNEST, Bradford, Tailor's Cutter Scarborough Pet Oct 4 Ord Oct 4

EVANS, HOWARD, Swansea, Fruiterer Swansea Pet Oct 4 Ord Oct 4

HOOK, W, Gosport, Hants Portsmouth Pet Sept 13 Ord Oct 3

PACHER, FREDERICK CHARLES, Leicester, Dental Practitioner Leicester Pet Oct 5 Ord Oct 5

PRAILL, SAMUEL WILLIAM, High rd, East Finchley, Optician Barnet Pet Oct 6 Ord Oct 6

STEED, WILLIAM EDWARD, Bishop's Stortforrd, Grocer Hertford Pet Sept 28 Ord Oct 4

WEST, HARRY JAMES ALBERT, Reading, Baker and Confectioner Reading Pet Oct 4 Ord Oct 4

London Gazette.—FRIDAY, Oct. 12.

RECEIVING ORDERS.

BABER, ROSINA, Southsea, Hants Portsmouth Pet Oct 8 Ord Oct 8

CLAY, ADA, Chelmsford, Essex Chelmsford Pet Sept 15 Ord Oct 8

CULL, EDWARD, Plymouth, Electrical Fitter Plymouth Pet Oct 9 Ord Oct 9

DEVEY, JAMES, Ludlow, Salop, Licensed Victualler Leominster Pet Oct 8 Ord Oct 8

GURWICZ, ROSA, Marquess rd, Canonbury High Court Pet Sept 4 Ord Oct 10

MOORE, ERNEST JAMES, Babbacombe Exeter Pet Oct 8 Ord Oct 8

SELLICK, GEORGE, Blythe Bridge, Staffs, Baker Stoke upon Trent Pet Oct 8 Ord Oct 8

FIRST MEETINGS.

DRAGE, GERTRUDE, Grayshott, Hants Oct 20 at 12 1, St Aldates, Oxford

GURWICZ, ROSA, Marquess rd, Canonbury Oct 23 at 12 Bankruptcy bldgs. Carey st

HOEGERSTANDT, E C, Edgware Oct 19 at 12.30 14, Bedford row

LODGE, WALTER, Nettleswell, Essex, Farmer Oct 19 at 11 14, Bedford row

MARSHALL, JAMES, Burton on Trent, Surgeon Oct 19 at 12 Off Rec, 12, St Peter's churchyar', Derby

MORGAN, GEORGE SIDNEY, Mayes rd, Wood Green, Baker Oct 19 at 11.30 14, Bedford row

STEED, WILLIAM EDWARD, Bishop's Stortford, Grocer Oct 19 at 12 14, Bedford row

ADJUDICATIONS.

BASTOW, FRANK ROGERS, Farnham, Hants High Court Pet June 16 Ord Oct 8

CULL, EDWARD, Plymouth, Electrical Fitter Plymouth Pet Oct 9 Ord Oct 9

DARE, THOMAS N, Stalham, Norfolk, Smallholder Norwich Pet Aug 7 Ord Oct 10

MOORE, ERNEST JAMES, Babbacombe Exeter Pet Oct 8 Ord Oct 8

SELLICK, GEORGE, Blythe Bridge, Staffs, Baker Stoke upon Trent Pet Oct 8 Ord Oct 8

THOMAS, WILLIAM FREDERICK, Portfield, Haverfordwest Pembroke Dock Pet Sept 17 Ord Oct 9

WHATMOUGH, JOSEPH, and ROBERT HAMER TAYLOR, Stockport, Cheshire, Credit Drapers Stockport Pet June 4 Ord Oct 5

ADJUDICATION ANNULLED.

THOMAS, NATHANIEL RICHARD, Cefn Coed, Merthyr Tydfil, Collier Merthyr Tydfil Adjud July 24 Annld Oct 10

London Gazette.—TUESDAY, Oct. 16.

RECEIVING ORDERS.

FERRY, JOSEPH ERNEST, Hartlepool, Licensed Victualler Sunderland Pet Oct 12 Ord Oct 12

HAWES, WILLIAM CHARLES, Beccles, Suffolk, Grocer Great Yarmouth Pet Oct 8 Ord Oct 8

HUDSON, HANNAH ELIZABETH, Leeds Leeds Pet Oct 9 Ord Oct 9

STEWARD, PERCY DUNCAN, Shepperton, Middlx, Nurseryman Kingston, Surrey Pet July 19 Ord Oct 13

FIRST MEETINGS.

CAULFIELD, AUSTIN, Accrington, Labourer Oct 24 at 10.30 Off Rec, 13, Winckley st, Preston

EVANS, HOWARD, Swansea, Fruiterer Oct 25 at 11 Off Rec, Government bldgs, Swansea

HAWES, WILLIAM CHARLES, Beccles, Suffolk, Grocer Oct 24 at 12.30 Off Rec, 8, Upper King st, Norwich

ADJUDICATIONS.

CLAY, ADA ALICE, Chelmsford, Essex, Spinster Chelmsford Pet Sept 15 Ord Oct 12

FERRY, JOSEPH ERNEST, Hartlepool, Licensed Victualler Sunderland Pet Oct 12 Ord Oct 12

HAWES, WILLIAM CHARLES, Beccles, Suffolk, Grocer Great Yarmouth Pet Oct 8 Ord Oct 8

HUDSON, HANNAH ELIZABETH, Leeds Leeds Pet Oct 9 Ord Oct 9

MAXWELL, ARTHUR REGINALD, Sheerness, Kent High Court Pet April 24 1914 Ord Oct 12

WISE ARTHUR, Southampton, Hants, Contractor Southampton Pet Aug 7 Ord Oct 13

Winding-up Notices.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

London Gazette.—FRIDAY, Oct. 5.

E. W. BLAKE & CO, LTD. (IN VOLUNTARY LIQUIDATION).—Creditors are required, on or before Nov 13, to send their names and addresses, and particulars of their debts or claims, to Herbert Gimson, 1, Guildhall chmbrs, Basinghall st, liquidator.

BARITA, LTD. (IN LIQUIDATION).—Creditors are required, on or before Oct. 31, to send their names and addresses, and the particulars of their debts or claims, to Frank Cook, 67-68, Broad st av, liquidator.

SHETCLIFFE MILL CO., LTD.—Creditors are required, on or before Nov 1, to send their names and addresses, and the particulars of their debts or claims to Norman Williamson, 8, Exchange bldgs, Bradford, liquidator.

STEAMSHIP "LORD KELVIN" CO, LTD.—Creditors are required, on or before Nov 1, to send in their names and addresses, and full particulars of their debts or claims, to John Herron, 661, Royal Liver bldg, Liverpool, liquidator.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

London Gazette.—TUESDAY, Oct. 9.

MILLARD AND EASTHAM, LTD. (IN VOLUNTARY LIQUIDATION.)—Creditors are required, on or before Nov 16, to send their names and addresses, and the particulars of their debts or claims, to Charles Henry Eastham, Hook rd, Goole, liquidator.

REFORM UNDERWEAR CO, LTD.—Creditors are required, on or before Nov 6, to send their names and addresses, and the particulars of their debts or claims, to Thomas Fleming Birch, Court chmbrs, Friar la, Leicester, liquidator.

TIN DREDGE, LTD.—Creditors are required, on or before Oct 25, to send their names and addresses, and particulars of their debts or claims, to Frederick W. Scholl, 17-18, Basinghall st, liquidator.

W. J. WHITELEY, LTD.—Creditors are required, on or before Nov 19, to send their names and addresses, and the particulars of their debts or claims, to Mr. Thomas Bowack Weir, 36, Spring gdns, Manchester, liquidator.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

London Gazette.—FRIDAY, Oct. 12.

JOSEPH BARLOW & SONS (ASHTON), LTD. (IN VOLUNTARY LIQUIDATION).—Creditors are required, on or before Oct 19, to send their names and addresses, and the particulars of their debts or claims, to Ernest Broadbent, 3, Clarence Arcade chmbrs, Ashton under Lyne, Liquidator.

EUREKA PICTURE PALACE CO, LTD.—Creditors are required, on or before Oct 19, to send in their names and addresses, and the particulars of their debts or claims, to Mr. Walter Ernest Scott, Silver st, Hull, liquidator.

Voluntary Winding-Up.

London Gazette.—FRIDAY, Oct. 12.

June Manufacturing Co, Ltd.
Ensbury Growers, Ltd.
Norbury Steamship Co, Ltd.
Unison Steam Shipping Co, Ltd.
Escoffier (1907), Ltd.
Penygroes Recreation Co, Ltd.
Ramsey & Stewart, Ltd.
Kirkstall Motor Co, Ltd.
British Continental Electricity Co, Ltd.
Alex. Callinicos & Co, Ltd.
Palin Evans & Co, Ltd.

Creditors' Notices.

Under 22 & 23 Vict. cap. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, Oct. 12.

ARMES, RAYMOND LINAY, Sudbury, Suffolk Oct 31 Steed & Steed, Sudbury

AWBERY, Capt CHARLES LUKER, MC, Old Jewry chmbrs Nov 24 Gibbs, Maxwell Howes Arundel st

ATTON, JAMES, Walthamstow Nov 30 Houghton & Sons, Finsbury pvmt
BARDSLEY, HENRY MORRIS, Sale, Chester, Drysalters' Salesman Nov 30 McDonald, Manchester
BARROWS, FREDERICK WELCH, Leamington, JP Nov 20 Edge & Ellison, Birmingham,
BLAKE, EDWARD, Barking, Essex Nov 21 Taylor & Wiseman, East st, Barking
BOYLE, EMMA, Averley Nov 30 Smith & Smyth, Aldersgate st
BURROWS, Sir ERNEST PENNINGTON, Connaught sq Nov 12 Willett, Chancery la
CLAXTON, GEORGE, Stockwell Park walk Brixton Nov 15 Hurd & Co, King st, Cheapside
DAWSON-LAMPTON, EMILY CAROLINE, Torquay Nov 14 Nelson & Co, Essex st
DICKINSON, JOHN, Newsham, Northumberland, Innkeeper Nov 6 Lynn & Co, Blyth
DOBSON, SARAH, Kynsal, Chester Nov 1 Hollinshead, Tuesbrook
EDWARDS, THOMAS, Bloxwich, Staffs, Haulier Oct 31 Baxter, Willenhall
FINCH, GEORGE, formerly of Chelsea Nov 24 Tarry & Co, Sergeants' inn
FORD, THOMAS EDWARD, East Tisbury, Wilts, Cabinet Maker Nov 15 Marsh & Warry, Yeovil
GARNETT, JOHN, Bradford, Farmer Nov 1 Browning & Oliver, Bradford
GILES, KATE, Morecambe Nov 12 Gibsons & Sturton, Lancaster
GLASBY, JOHN, Crewe Nov 25 Feltham, Crewe
GRESHAM, FRANK JAMES, Knutsford, Engineer Dec 1 Scholes & Co, Manchester
GROOM, WILLIAM EDWARD, Hereford, Timber Merchant Nov 21 Fowler & Co, Wolverhampton
HALL, THOMAS, Liverpool, Licensed Victualler Nov 12 Norton & Co, Liverpool
HATCH, REGINALD WILLIAM, Hillaline rd, Hammersmith Nov 19 Pearce & Nicholls, New st
HEARD, HENRY ELLIS, Exeter Nov 11 Cocks & Tucker, Exeter
JENNINGS, ELLEN, Bournemouth Nov 12 Trevanion & Co, Bournemouth
LAVARS, EDWARD COLSTON, Redland, Bristol Oct 31 Houlditch & Co, Southernhay, Exeter
LLOYD, ROSA, Hove Nov 20 Nye & Donne, Brighton
MCCARTHY, AGNES ROSABEL, Moseley, Birmingham Nov 10 Hensman & Co, Northampton
MCGARRY, MARY, Tooting Nov 15 Doyle & Co, Bedford row
MELMOTH, HENRY (or HARRY), Bloemfontein, South Africa Nov 14 Mew, Barnstaple
MOXLEY, WILLIAM, Elder av, Crouch End Nov 30 Carpenter & Son, Laurence Pountney la
NASH, ALFRED, Grays, Essex, Leather Cutter Nov 17 Mann & Crimp, Essex st
OGDEN, THOMAS, Rochdale, Steam Packing Manufacturer Nov 30 Addleshaw & Co, Manchester
ORCHARDSON, CHARLES MOXON QUILLER, MC, Stratford studios, Kensington Nov 27 Julius & Co, Old Jewry
REID, DONALD CHARLES, Ross, Hereford Nov 23 Sanderson & Co, Queen Victoria st
RHODES, HENRY DOUGLAS, Buckingham gt Nov 20 Morley & Co, Gresham house, Old Broad st
RIDDELL, ANDREW WILSON, New Brighton, Chester Nov 19 Priest & Sons, Liverpool
ROCKLIFFE, JULIA, Denton, Lancs Oct 31 Heathcote & webb, Manchester
SILVERSIDE, MARTHA ELLEN, Barnet, Herts Nov 12 Smythe & Brettell, Basinghall st
SIMPKIN, WILLIAM JAMES, Ludworth, Derby Nov 11 Walker, Stockport
SWAIN, ALICE, Crewe Dec 1 Scholes & Co, Manchester
STEWART, ALEXANDER, Pendleton, Salford Dec 31 Hewitt & Son, Manchester
STORM, JANE COVERDALE, West Hartlepool Nov 30 Smith, West Hartlepool
STRONG, CECIL VERGE, Halifax, Nova Scotia Nov 17 Bladgate & Co, Pall Mall
SWINDELLS, LAVINIA, Greenside, nr Sheffield Nov 20 Bingley & Dyson, Sheffield
SYMONDS, WILLIAM, Rushmere, Suffolk Nov 30 Norton & Co, Lowestoft
TAYLOR, EMMA, Birmingham Nov 15 Maycock & Hayward, Birmingham
THOMAS, WILLIAM HENRY, Blundellsands, nr Liverpool, Timber Merchant Nov 19 Luya & Williams, Liverpool
TURNER, ARTHUR, Birmingham, Solicitor Dec 1 Smythe & Co, Birmingham
WILLSHIRE, GEORGE, Seend, Wilts Oct 31 Smith, Melksham, Wilts
WOODROFFE, MARY, Loughborough Nov 16 C W & F H Toone, Loughborough
YATES, RUTH, Southport Nov 15 Yates, Southport
YATES, STEPHEN, Chiswick Nov 15 Lewis & Pain, Dover

London Gazette.—TUESDAY, Oct. 16.

ALLAWAY, HENRY, Gloucester Nov 19 Madge, Gloucester
ALLDAY, WILLIAM, Birmingham, Managing Director Dec 15 Parr & Co, Birmingham
AMBROSE, GEORGE WILLIAM, Overcliff rd, Lewisham, Pattern Maker Nov 30 Batchelor & Batchelor, London County & Westminster Bank chmbrs, Church st, Greenwich
ANDREWS, WILLIAM, Lincoln Nov 30 Padley, Market Rasen, Lincs
BAKEWELL, JOHN THOMAS, Margate Nov 1 Wilson, Margate
BARNARD, FRANCES, Canterbury rd, Brixton Nov 7 Ellen, Chancery la
BARNES, WILLIAM GODWIN, Bishop's Stortford, Herts Nov 21 Gresham & Co, Old Jewry chmbrs
BLACKSTONE, ROSA MARY, Datchet Nov 28 Graham & Wigley, Chiswell house, Finsbury pvmt
BROOK, THOMAS, Plymouth, Warehouseman Nov 20 Shelly & Johns, Plymouth
CALOGRIA, NICHOLAS, Richmond, Colonial Broker Nov 24 Stibbard & Co, Leadenhall st
CARNELL, EMMA, Brixton hill Nov 20 Shelly & Johns, Plymouth
CARTWELL, ARTHUR, St Anne's on the Sea, Gardener Nov 30 Lonsdale & Grey, St Anne's on the Sea
CHILD, THOMAS, Fernhill Heath, Worcester Dec 15 Parr & Co, Birmingham
CLARKE, HOWARD CHATFIELD, Bishopsgate st, Architect Nov 17 Roberts, Old Broad st
COOK, MARY, Snodland, Kent Oct 31 Brennan & Brennan, Maidstone
COOPER, HENRY WILLIAM ALEXANDER, Pretoria, Transvaal, Advocate Nov 30 Smith & Co, London wall
DAVIS, ISABELLA ALICE, Durham Dec 1 Leadbitter & Harvey, Newcastle upon Tyne
DIXON, HANNAH, York Dec 1 Cook & Co, Scarborough
DOAK, WILLIAM, Wallasey, Provision Merchant Nov 12 Smith & Son, Liverpool
DRYDEN, JANE, Preston, Sussex Nov 16 Woolley & Bevis, Brighton
FIENNES-CLINTON, ALICE GERTRUDE, Reading Nov 20 Vizard & Co, Lincoln's inn fields
FLEWITT, WALTER, Birmingham, Medical Practitioner Nov 23 Hooper & Co, Birmingham
FORSYTH, EMILY AUGUSTA, Lichfield rd, Kew Gardens Nov 30 Blake & Co, Serjeants' inn
FRASER, ANNIE ELLEN, Carlingford rd, Hampstead Nov 20 Batchelor & Cousins, Pancras la
GIBSON, FRANCES, Croydon Nov 20 Spencer & Co, Queen st
GLAZEBROOK, BENJAMIN, Heywood, Lancs Dec 3 Mills, Heywood
GOODLAKE, Col HENRY SELWYN, Cheltenham Nov 17 Little & Bloxam, Stroud, Gloucestershire
GRIFFITH, GEORGE HENRY, Birmingham, Manufacturer Dec 15 Parr & Co, Birmingham
HEATON ARMSTRONG, WILLIAM CHARLES, Cornwall gdns, South Kensington, Merchant Dec 13 Benjamin & Cohen, College Hill chmbrs, College hill
HOLLAND, JAMES JOHN, Kingston on Thames, Draper Nov 26 Hills & Shea, Margate
HOLMES, FLORENCE MARGARET, Plymouth Nov 20 Shelly & Johns, Plymouth
KENYON, THOMAS, Salford, Lancs, Bookkeeper Nov 13 Vautrey & Co, Manchester
LEE, CHARLES EDMUND, Derwentwater rd, Acton Nov 24 McMullen & Co, Quality ct, Chancery la
LEWIS, GEORGE EDWARD, Birmingham, Gun Maker Dec 15 Jeffery & Co, Birmingham
MALLINSON, JAMES EDWARD, Upper Sydenham Nov 17 Beckingsale & Co, Copthall av
MACPHERSON, JANET, Newcastle upon Tyne Nov 30 Cooper & Goodger, Newcastle upon Tyne
MANNOCH, SYDNEY, Falmouth Nov 30 Mott & Son, Bedford row
MONTGOMERY, CHARLES ROBERT, Alderley Edge, nr Manchester Dec 1 Barry & Harris, Bristol
MUNN, VALENTINE, Maidstone Oct 31 Brennan & Brennan, Maidstone
NORCROSS ELIZABETH, Willington, nr Tarporley, Chester Nov 29 Hughes, Chester
NORSWORTHY, HAROLD MILFORD, Manresa rd, Chelsea Nov 20 Shelly & Johns, Plymouth
PERKINS, HENRY HORLOCK, Ryde, I of W Nov 24 Robinson, Ryde
PORTER, SOLOMON, Braintree, Horse Slaughterer Nov 20 Cunnington & Co, Braintree
PRITCHARD, HALBERT WILLIAM, Oswestry, Commercial Agent Nov 3 Jones, Oswestry
RALSTON, ELIZABETH, Disley, Chester Nov 17 Walker, New Mills, nr Stockport
STOW, JOSEPH GLANFIELD, Hadleigh, Suffolk, Farmer Nov 15 Newman, Hadleigh
THOMPSON, HERBERT EDWARD, Waterloo, Confectioner Nov 17 Weightman & Co, Liverpool
TINDAL, JOHN HUMPHREY, Bristol Nov 20 Meade-King & Co, Bristol
TORRE, JOHN JAMES, Torquay Nov 17 Knapp-Fisher & Sons, The Chapter Clerk's Office, The Sanctuary, Westminster Abbey
TRIGG, FRANK, Oakley Hall, Essex, Farmer Dec 1 Hart, Much Hadham, Herts
WALLACE, HENRY LIONEL, Napier, Hawkes Bay, New Zealand Nov 17 Elwes & Miller, Essex st, Strand
WARD, JOSEPH, Manchester, Consulting Engineer Nov 14 Swire & Higson, Manchester
WHITE, THOMAS, Plymouth, Ironmonger Nov 20 Shelly & Johns, Plymouth
WHYMPER, WILLIAM NATHANIEL, Surbiton Nov 2 Bischoff & Co, Great Winchester st
WILTON, FRANCES ELIZABETH, Sidmouth, Devon Nov 10 Bridgman & Co, College hill, Cannon st
WOOLLCOMBE, SARAH MARIA, Plympton St Mary, Devon Nov 15 Woollcombes & Yonge, Plymouth

The Property Mart

Forthcoming Auction Sales.

October 30 and November 13.—Messrs. HAMPTON & SONS, at the Mart: Freeholds, &c (see advertisement, page 9, this week).

November 8.—Messrs. THURGOOD & MARTIN, in conjunction with Messrs. KNIGHT, FRANK & RUTLEY, at the Mart, at 2: Freehold Estate (see advertisement, page 9, this week).

November 14.—Messrs. TROLLOPE, Leasehold Town Residence (see advertisement, page 9, this week).

November 20.—Messrs. DEBENHAM, TEWSON, & CHINNOCKS, at the Mart: City of London Ground Rents (see advertisement, page 9, this week).